



US Army Corps
of Engineers
Savannah District

Robins AFB Georgia

Solicitation Number

DACA21-02-R-0044

Base Entry/Visitor Center

FY-03, Line Item UHHZ013006

Volume I of II – Sections 00010 through 01020

December 2002

**COMPETITION WILL BE LIMITED TO 8(a) FIRMS SERVICED BY SBA
REGION IV DISTRICT OFFICES (GA, AL, NC, SC, TN, MS, FL, KY)
OR MUST HAVE AN ESTABLISHED, VERIFIABLE FULL TIME BRANCH
OFFICE (AS DEFINED BY SBA) WITHIN REGION IV WHICH HAS 233320
AMONG ITS APPROVED NAICS CODES**

**U.S. ARMY ENGINEER DISTRICT, SAVANNAH
CORPS OF ENGINEERS
100 WEST OGLETHORPE AVENUE
SAVANNAH, GEORGIA 31401-3640**

NOTICE TO BIDDERS

IMPORTANT

ON THE ENVELOPE SUBMITTING YOUR BID, IT IS IMPERATIVE:

1. THAT YOUR NAME AND ADDRESS APPEAR IN THE UPPER LEFT CORNER.
2. THAT THE FOLLOWING INFORMATION APPEAR IN THE LOWER LEFT CORNER:

SEALED BID

SOLICITATION NO. _____

DATE OF OPENING _____

TIME OF OPENING _____ A.M. _____ P.M.

BID FOR _____

NOTES

1. WITH RESPECT TO FAR PART 9.5, SUBPART 9.505-2(b) (1) and (2), THE A/E FIRM OF THOMAS & HUTTON ENGINEERING CO., SAVANNAH GEORGIA, PREPARERS OF THIS RFP, HAVE BEEN DETERMINED TO BE INELIGIBLE TO COMPETE FOR THE DESIGN/BUILD CONTRACT TO BE AWARDED VIA THIS SOLICITATION.

2. BIDDERS SHALL SUBMIT A LETTER FROM THEIR SERVICING SMALL BUSINESS ADMINISTRATION DISTRICT OFFICE WHICH INDICATES THAT THEY ARE AN 8(a) CONTRACTOR IN GOOD STANDING IN THE 8(a) PROGRAM.

3. SEE SECTION 00100 FOR PRE-PROPOSAL CONFERENCE INFORMATION.

4. CLAUSE 52.214-4001(c) "FACSIMILE MODIFICATION OF BIDS" NOW CONTAINS THE FOLLOWING LANGUAGE:

ALL FACSIMILE BID MODIFICATIONS SHALL CONTAIN A COMPLETED BID SCHEDULE. THE SPACES SHALL BE FILLED IN FOR UNIT PRICES, EXTENDED PRICES AND TOTAL BID PRICE.

TABLE OF CONTENTS
FOR
BASE ENTRY/VISITOR CENTER
ROBINS AIR FORCE BASE, GEORGIA

00010 SOLICATION, OFFER, & AWARD - SF 1442 AND BIDDING SCHEDULE
00100 INSTRUCTIONS, CONDITIONS & NOTICES TO OFFERORS
00110 PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS
00120 EVALUATION MANUAL
00600 REPRESENTATIONS AND CERTIFICATIONS
00700 CONTRACT CLAUSES
08000 SPECIAL CONTRACT REQUIREMENTS

SPECIFICATIONS

DIVISION 01 GENERAL REQUIREMENTS

01000 DESCRIPTION/WORK STATEMENT/GENERAL REQUIRMENTS
01012 DESIGN AFTER AWARD
01020 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
 APPENDIX A BASE FACILITY STANDARDS
 APPENDIX B ARCHITECTURAL COMPATIBILITY STANDARDS
 APPENDIX C AFMC DESIGN STANDARDS
 APPENDIX D CONSTRUCTION STANDARDS FOR TRAFFIC CHECK HOUSES
 APPENDIX E AFMC ENTRY CONTROL FACILITIES DESIGN GUIDELINES
 APPENDIX F ENVIRONMENTAL FORMS
 APPENDIX G DOD MINIMUM ANITERRORISM STANDARDS (MARCH 2002)
 APPENDIX H INTERIM POLICY & DESIGN GUIDANCE ON ENTRY SIGNS
 APPENDIX I SAMPLE LEED PROJECT CHECKLIST
 APPENDIX J SITE PICTURES REFERENCED FROM DRAWINGS
 APPENDIX K ROBINS AFB SPECIFICATIONS
01330 SUBMITTAL PROCEDURES
01355 ENVIRONMENTAL PROTECTION
01420 SOURCES FOR REFERENCE PUBLICATIONS
01451A CONTRACTOR QUALITY CONTROL
01500 TEMPORARY CONSTRUCTION FACILITIES
01567 ASBESTOS ABATEMENT
01560 ENVIRONMENTAL REQUIREMENTS
01572A CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT
01670A RECYCLED/RECOVERED MATERIALS
01780A AS-BUILT DRAWING SUBMITTALS
01781N OPERATION AND MAINTENANCE DATA

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACA21-02-R-0044-0007	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04-Dec-2002	PAGE OF PAGES 1 OF 184
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY CODE DACA21 U.S. ARMY ENGINEER DISTRICT, SAVANNAH 100 WEST OGLETHORPE AVE SAVANNAH GA 31401-3640 TEL: FAX:		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME ROSETTA J BRIGHTWELL		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 912/652-5903	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> <div style="margin-top: 20px;"> Contracting Officer: Kathleen Achord Contracting Officer E-mail: kathleen.achord@sas02.usace.army.mil <div style="text-align: center; margin-top: 20px;"> Base Entrance/Visitors Facility Robins Air Force Base, Georgia </div> </div>				
11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>720</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See Section 0800 .)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS <div style="text-align: center;">5</div>	
13. ADDITIONAL SOLICITATION REQUIREMENTS:				
A. Sealed offers in original and <u>6</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>28 Feb 2003</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.				
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.				
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.				
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
---------	------------------------

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

**SUPPLIES OR SERVICES AND PRICES/COSTS
SCHEDULE****BASE ENTRANCE/VISITORS FACILITY
ROBINS AFB, GA**TOTAL BASE BID PLUS OPTIONS 1 thru 5
(Items 0001 thru 0009) _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	_____	_____
	Base Bid - Design Effort, and Engineering services During Construction, Complete				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum	_____	_____
	Base Bid - Construction of Visitor Center Facility up to 5' line				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum	_____	_____
	Base Bid - Construction of Gate House Facility up to 5' line.				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Base Bid - Site preparation and development including utilities, Complete (Everything outside the 5 foot line except Options).	1	Lump Sum	_____	_____

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Option No. 1 LEED Gold	1	Lump Sum	_____	_____

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Option No. 2 All work from Bryon Street to Milledgeville Street, Complete	1	Lump Sum	_____	_____

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Option No. 3 All work from Milledgeville Street to Robins Parkway	1	Lump Sum		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Option No. 4 All work east of Robins Parkway	1	Lump Sum		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Option No. 5 Pop-Up Wedge Barriers Across Inbound and Outbound Lanes	1	Lump Sum		

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A

0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.232-4001	COST LIMITATION - JUNE 1999	MAY 2000
-------------	-----------------------------	----------

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; ~~X~~ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.214-4002 HAND-CARRIED OR MAILED BIDS/PROPOSALS:

All bids/proposals must be clearly identified with the contractor's name and address and Notice to Bidder OF-17 label affixed to the lower left corner of the outermost wrapper indicating the Invitation No., Date of Bid/Proposal Opening, Time of Opening, and Bid/Proposals For (title of Project). Bids/Proposals not properly identified on the outermost wrapper may not be accepted if received later than the time set for opening of bids/proposals, as there may be no way to determine the exact time of receipt.

The Government will not be responsible for bids/proposals delivered to any location or to anyone other than those designated to receive bids/proposals on its behalf as indicated below.

Bids/Proposals delivered by commercial carrier and those sent by U.S. Mail, including U.S. Express Mail, must be addressed as indicated below. Bids/proposals shall not be addressed to any specific person.

U.S. Army Engineer District, Savannah
ATTN: CESAS-CT-C
100 West Oglethorpe Avenue
Savannah, Georgia 31401-3640

Bids/Proposals sent by U.S. Mail or delivered by commercial carrier must be received by mailroom personnel on the first floor of 100 West Oglethorpe Avenue in sufficient time to be delivered to the bid opening room prior to the time set for opening of bids/proposals.

Even if bids/proposals are addressed correctly according to this clause, use of United States Postal Service Express Mail may result in delivery to the Savannah District Post Office Box instead of 100 West Oglethorpe Avenue, which may delay receipt of bids/proposals.

Hand-carried bids/proposals delivered more than a half-hour before bid opening must also be delivered to mailroom personnel on the first floor.

Hand-carried bids/proposals delivered within a half-hour of bid opening must be delivered to the bid opening room on the second floor. Bidders must allow sufficient time to pass through security on the first floor and be escorted to the second floor.

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.215-4001 FACSIMILE MODIFICATION OF OFFERS (Ref. FAR 52.215-1(c)) (JUL 1999)

(a) Definition. "Facsimile proposal modification," as used in this solicitation means a modification to a proposal that has been submitted in accordance with the solicitation.

(b) Offerors may submit facsimile proposal modifications to this solicitation. These facsimile proposal modifications must arrive at the place, and by the time specified in the solicitation.

(c) ALL FACSIMILE BID MODIFICATIONS SHALL CONTAIN A COMPLETED BID SCHEDULE. THE SPACES SHALL BE FILLED IN FOR UNIT PRICES, EXTENDED PRICES AND TOTAL BID PRICE.

(d) Facsimile proposal modifications must contain the signature of an official of the company.

(e) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: 912-652-6001

(2) Compatibility characteristics - CCTTT Group 3, 2, 1

(f) If the offeror chooses to transmit a facsimile proposal modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile modification, including, but not limited to, the following:

(1) Receipt of garbled or incomplete modification.

(2) Availability or condition of the receiving facsimile equipment.

(3) Incompatibility between the sending and receiving equipment.

(4) Delay in transmission or receipt of modification.

(5) Failure of the offeror to properly identify the modification.

(6) Illegibility of modification.

(7) Security of modification data.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
27.5%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer's identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is
[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].
- (End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent

domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(v) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Army Corps of Engineers
Attn: CESAS-CT-C
100 West Oglthorpe Avenue
Savannah, GA 31401-3640

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Rick Powers
Robins AFB Resident Office
Address: Bldg. 702, 625 7th Street
Warner Robins, GA 31098
Telephone: 478-926-0290 or 0290

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

- (1) Lump sum price;
 - (2) Alternate prices;
 - (3) Units of construction; or
 - (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
- (c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.
- (d) Alternate proposals will not be considered unless this solicitation authorizes their submission.
- (End of provision)

52.236-4011 Disclosure of Magnitude of Construction (FAR 36.204 and DFARS 236.204)

The estimated price range for this project is between \$1,000,000 and \$5,000,000.

Section 00110

PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

1. PROPOSAL OVERVIEW.

1.1 General. Inasmuch as the proposal will describe the capability of the offeror to perform any resultant contract, as well as describe its understanding of the requirements of the Statement of Work, it should be specific and complete in every detail. The proposal should be prepared simply and economically, providing straightforward, concise delineation of capabilities to satisfactorily perform the contract being sought. The proposal should therefore be practical, legible, clear and coherent.

1.2 Proposal Submissions and the Design Build Process. This process requires potential contractors to submit their performance, capability, technical and cost proposal information for review and consideration by the Government. The technical information contained in the proposal will be reviewed and evaluated by the Government in accordance with the evaluation criteria set out in Section 00120 – APPENDIX B: EVALUATION MANUAL. Cost information will not be rated during the technical review but will be evaluated in response to the funding limitations set out in Section 00010 – PRICE PROPOSAL SCHEDULE and other offeror’s price proposals.

1.3 Compliance Statement: The offeror is required to certify that all items submitted in its proposal comply with the RFP requirements and any differences, deviations or exceptions have been identified and explained. Offerors are required to complete the statement and submit it with their technical proposal. Even if there are no differences, deviations or exceptions, the offeror must submit the Compliance Statement and state that none exist.

Statement of Compliance

[Insert name of the offeror] hereby certifies that all items submitted in this proposal and final design documents (after contract award) comply with the solicitation requirements. The criteria specified in Request for Proposal No. DACA21-02-R-0044 are binding contract criteria and in case of any conflict after award, between DACA21-02-R-0044 and the contractor's proposal, the Request for Proposal criteria will govern unless there is a written and signed agreement between the contractor and the Government waiving a specific requirement. Should this proposal result in the award of a contract this statement will be included on each sheet of drawings and on the cover of the specifications.

1.4 Exceptions. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) must not be included in the proposal.

2. PROPOSAL SUBMISSION INSTRUCTIONS.

2.1 Who May Submit.

2.1.1 Proposals may be submitted by firms formally organized as design/build entities, or by design firms and construction contractors that have associated specifically for this project. In the latter case, a single design firm or construction contractor may offer more than one proposal by entering into more than one such association. For the purpose of this solicitation, no distinction is made between formally organized design/build entities and project-specific design/build associations. Both are referred to as the design/build offeror, (or simply "offeror"), or the design/build contractor, (or simply "Contractor"), after award of a contract.

2.1.2 Any legally organized offeror may submit a proposal.

2.1.3 All designs must be accomplished under the direct supervision of licensed professionals registered in the appropriate technical disciplines, and meeting other certification and licensing requirements specified in the request for proposal.

2.2 Where to Submit. Submit proposal packages to the Savannah District at the address shown in Block 7 of Standard Form 1442.

2.3 Submission Deadline. Proposals must be received by the U.S. Army Corps of Engineers, Savannah District no later than the time and date specified in Block 13 of Standard Form 1442.

2.4 General Requirements.

2.4.1 In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information sufficiently detailed to allow review and evaluation by the Government.

2.4.2 Tabs. Organize and tab proposals as set forth in this section.

2.4.3 Size of Printed Matter Submissions.

2.4.3.1 Written materials must be on 8-1/2" x 11" paper.

2.4.3.2 Drawing sheets.

2.4.3.2.1 Submit one set of full size drawings approximately 30" x 42".

2.4.3.2.2 Submit five half-size sheets approximately 15" x 21".

2.4.3.2.3 Drawings will be bound.

2.4.3.2.4 Drawings submitted for the proposal may be done with any CAD software available to the Offeror. However, the drawings for 60% and Final design submittals will be done and submitted in the latest version of Microstation format only. Conversions from AutoCAD are discouraged because of file incompatibility and the added work necessary for the conversion.

2.4.3.3 Create a detailed table of contents. If more than one binder is used include the complete table of contents in each. Any materials submitted but not required by this solicitation, (such as company brochures), may be placed in Appendices.

2.4.4 Number of Copies. Submit six (6) hard copies of the Proposal.

2.4.5 Electronic Copy of Submissions. In addition to the hard copies required above, all Offerors will submit their complete submittal on a CD-ROM. Submit technical and cost proposals on separate CD ROM disks. Written portions of the proposal should be in MS Word, Adobe Acrobat PDF, or WordPerfect format. The electronic version should be either a single file tabbed in the same order as the hard copy or multiple files hyperlinked to a single table of contents. Drawings should be in one of the following formats: Microstation DGN, Adobe Acrobat PDF, Max View CAL (with Sendable INDEX.SVD), or Auto Cad DWG. Any portion of the proposal not available in electronic format, i.e. cut sheets, should be scanned in Adobe Acrobat PDF format. The CD ROM must be clearly labeled by solicitation number, project name, installation, and Offeror's name.

2.5 Submission Format.

2.5.1 PROPOSAL, VOLUME I – Contract Requirements & Price Proposal

2.5.1 Submit original and one (1) copy of VOLUME I - Contract Requirements & Price Proposal. This information should be submitted in separate three-ring binders labeled "Contract Requirements & Price Proposal."

2.5.2 Volume I – CONTRACT REQUIREMENTS & PRICE PROPOSAL. Organized as follows:

VOLUME I - Contract Requirements & Price Proposal

TAB A – Standard Form 1442, completed and signed by an authorized person from the company or team.

TAB B – Proposal Schedule “Supplies or Services Price/Cost”

TAB C – Bid Bond

TAB D – Section 00600 – Representations and Certifications.

TAB E – Financial Information (e.g. latest financial statement, annual reports, Dun & Bradstreet Ratings, and or number, etc.)

TAB F – Statement of Compliance (See paragraph 1.3)

2.5.3 PROPOSAL VOLUME II – Technical information.

2.5.3.1 Number of copies. Submit six (6) copies of VOLUME II of their Phase 2 Proposal and six (6) half-size copies of all drawings and one (1) full-size copy of all drawings.

2.5.3.2 Submit this information in separate three-ring binders labeled "Technical Information." This category includes design documents, drawings, sketches, outline specifications, design analysis, catalog cuts, and other information.

2.5.3.3. VOLUME II – TECHNICAL INFORMATION. Organize as follows:

VOLUME II – TECHNICAL INFORMATION

TAB A - Betterments

TAB B – FACTOR 1, SUBFACTOR 1 (OFFEROR PAST PERFORMANCE INFORMATION)

- PAST PERFORMANCE INFORMATION SHEETS

TAB C – FACTOR 1, SUBFACTOR 2 (TECHNICAL APPROACH NARRATIVE)

TAB D – FACTOR 1, SUBFACTOR 3 (CORPORATE RELEVANT SPECIALIZED EXPERIENCE)

- CORPORATE RELEVANT SPECIALIZED EXPERIENCE SHEETS (EXAMPLE PROJECTS)

TAB E – FACTOR 2, SUBFACTOR 1 (ARCHITECTURE)

TAB F - FACTOR 2, SUBFACTOR 2 (FORCE PROTECTION)

TAB G - FACTOR 2, SUBFACTOR 3 (SITE DESIGN)

TAB H - FACTOR 2, SUBFACTOR 4 (SUSTAINABILITY)

TAB I - FACTOR 3, SUBFACTOR 1 (SCHEDULE)

TAB J - FACTOR 3, SUBFACTOR 2 (KEY PERSONNEL)

TAB K - Any other information provided by the Offeror.

DRAWINGS (Minimum drawings required are outlined in each section)

2.6 Submit the technical data described submitted as part of the formal proposal. Graphically describe all alternate designs on separate drawings from the basic proposal. Be advised that the required data listed below will be utilized for technical review and evaluation and used for determination of a "Quality Rating" by a Technical Evaluation Team. Materials indicated in the design/construction criteria, but not indicated in the Offeror's specifications, will be assumed to be included and a part of the proposal.

2.7 Incomplete proposals. Failure to submit all the data indicated may cause the Proposal to be deemed incomplete. In that case the proposal will not be considered for technical evaluation or for subsequent award.

2.8 TAB A – Betterments

2.8.1 Definition of Betterments. “Betterment” is defined as any component or system, which meets and exceeds the minimum requirements, stated in the Request for Proposal. This includes all proposed betterments listed in accordance with the “Proposal Submission Requirements” of this TAB.

2.8.2 During discussions, the Government may request that betterments be removed from the Offeror’s proposal in order to reduce costs.

2.8.3 The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.

2.8.4 Submission of Betterments. The Offeror will identify “Betterments” in the following manner:

- Short descriptive title of the betterment and how it exceeds RFP requirements.
- Narrative of the proposed betterment and rationale as to why it has been included.
- Reference in the Offeror’s proposal where the betterment is shown or specified.
- Estimated value of the betterment.

2.9 TAB B - FACTOR 1, SUBFACTOR 1: (OFFEROR PAST PERFORMANCE INFORMATION).

2.9.1 A sample Past Performance Evaluation Questionnaire is included at the end of this section. The offeror will identify three substantially complete projects with a minimum value of \$2,000,000 to be used for reference and evaluation purposes and provide a questionnaire to the Point of Contact for each project listed for completion. When completed, these forms will be mailed, faxed or e-mailed to the Savannah District Contract Specialist identified in the sample transmittal letter provided. It is the contractor’s responsibility to ensure that the reference documentation is provided. The Government may not make additional requests for past performance information from the references. Copies of the evaluation form will be provided to the Savannah District directly from the reference. Projects from which questionnaires are received will have been completed within five years of the date of the solicitation. The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include CCASS (Construction Contractor Appraisal Support System), ACASS (Architect-Engineer Contractor Appraisal Support System), telephone interviews with organizations familiar with the Offeror’s performance, and Government personnel with personal knowledge of the Offeror’s performance capability. The experience of individuals will not be credited under this factor but will be evaluated under FACTOR 3, SUBFACTOR 2 (KEY PERSONNEL).

2.9.2 Identify by project your three (3) most recently completed projects listing the contract award amount and the final contract amount using the Proposal Data Sheet attachment A.

2.9.3 Using the Proposal Data Sheet contain in attachment A identify all violations of the Occupational Safety and Health Act (OSHA) regulation CFR 29 Part 1910 Occupational Safety and Health Standards in the past five years. Include all supporting documentation including details of violation, status, resolution and amount of fine if applicable. If the Offeror had no OSHA violations within the past five years make the following statement "Offeror had no OSHA violations in the past five years".

2.10 TAB C - FACTOR 1, SUBFACTOR 2: (TECHNICAL APPROACH NARRATIVE).

Describe in general terms how the Offeror will approach the design and construction of these facilities. The Technical Approach Narrative should be limited to a maximum of ten (10), double-spaced typed pages, using a 12-pitch font. At a minimum, the narrative should address the following:

- Demonstrate a suitable understanding of the process to be able to adequately address and anticipate the risks associated with Design/Build processes.
- Address the roles and responsibilities of the various sub-contractors for both design and construction.
- Describe how does the Offeror will continue the design phase of the project and incorporate User comments and reviews into the process.
- Briefly discuss the Offeror's Design Quality Control Program.
- Describe the design team's involvement throughout the construction period.
- Describe how the Offeror integrates construction subcontractors into the design process.
- Describe the Offeror's procedures for handling construction and design problems.
- Describe Offeror's implementation plans to utilize "fast track" procedures on this project whereby preliminary site construction activities can begin prior to 100% completion of the design documents.

CAUTION: This narrative may not exceed ten (10) pages and that the Government review staff will review and evaluate only the information contained on the ten pages in this section.

2.11 TAB D - FACTOR 1, SUBFACTOR 3: (CORPORATE RELEVANT SPECIALIZED EXPERIENCE).

Provide examples (at least three) of projects for which the offeror has been responsible. The examples should be as similar as possible to this solicitation in project type and scope. Provide references with contact names and telephone numbers for all examples cited. Each example should indicate the general character, scope, location, cost, and date of completion of the project. If the offeror represents the combining of two or more companies for the purpose of this RFP, each company should list project examples. Example projects must have been substantially completed within five years prior to the date of the solicitation. The experience of individuals will not be credited under this factor but will be evaluated under FACTOR 3, SUBFACTOR 2 (KEY PERSONNEL).

2.12 TAB E - FACTOR 2, SUBFACTOR 1 (ARCHITECTURE DESIGN SUBMITTAL REQUIREMENTS).

Drawings must contain sufficient detail for reviewers to visualize how the designer has interpreted the RFP functional and operational requirements in the proposal. Drawings should include, but not be limited to, the following:

2.12.1 Floor Plan(s). Floor plans for each building must be drawn accurately to scale and at 1/8" = 1'-0" scale. Show gross floor area tabulations on lower portion of plate. Label all spaces. Indicate net area of all spaces. Show all doors, windows, plumbing fixtures, toilet partitions and built-in casework. Show overall building dimensions. If the floor plan(s) must be drawn in segments in order to comply with the requirements on the proper scale, provide a separate 1/16"=1'-0" scale composite floor plan showing exterior walls, interior partitions, circulation elements and cross referencing for enlarged floor plans.

2.12.2 Architectural Renderings. Provide a minimum of two sketches, color rendered. One will be a street level sketch of the facilities and the other will be a bird's eye sketch of the facilities. Sketches should be 11"x17" and be in color.

2.13 TAB F - FACTOR 2, SUBFACTOR 2: (FORCE PROTECTION DESIGN SUBMITTAL).

2.13.1 Heating, Ventilating, and Air Conditioning (HVAC) Equipment.

2.13.1.1 Provide a brief description of the type of HVAC equipment being proposed.

2.13.1.2 Catalog Cuts. Provide a catalog cut of the proposed HVAC equipment. Manufacturer's level of quality, warranties, and the like are more important to evaluators than selections of specific sizes or capacities. Mark catalog cuts to identify the specific HVAC units to be used.

2.13.2 Vehicle Barrier Equipment.

2.13.2.1 Briefly describe the spike strips and retractable vehicle barrier equipment being proposed.

2.13.1.2 Catalog Cuts. Provide a catalog cut of the proposed spike strips and retractable vehicle barrier equipment. Manufacturer's level of quality, warranties, and the like are more important to the evaluators than selections of specific sizes or capacities. Catalog cuts will be marked to identify the specific equipment to be used.

2.14 TAB G - FACTOR 2, SUBFACTOR 3: (SITE DESIGN SUBMITTAL REQUIREMENTS). The Site Design portion of the proposal must show design of pavements and applicable cross-sections.

2.14.1 Pavement Narrative. Provide a detailed explanation as to how the solution was developed. State all assumption used to design the ridged and flexible pavements. List and explain all references used to develop solution. Associate all different pavements with the area where it will be used (parking, access road, gatehouse approach ramp, over watch, etc.).

2.14.2 Pavement Cross-section Drawings. Provide cross-sectional drawings to scale on 8 1/2" x 11" paper for all different pavements to include ridged and flexible. All pavements will be addressed (i.e. access road, parking areas, gate approach pavement, over watch, etc.). Each layer and thickness will be identified (sub-base, base course, etc.). All reinforcement in the ridged pavement will be located and identified on the cross-section. Identify the area of the project the applicable cross-section is associated with.

2.15 TAB H - FACTOR 2, SUBFACTOR 4: (SUSTAINABILITY DESIGN SUBMITAL REQUIREMENTS).

Leadership in Energy and Environment Design (LEED). The US Green Building Council's Leadership in Energy and Environment Design (LEED) Green Building Rating System 2.0 will be used as an outline of environmental performance targets for this project. Offeror should submit a LEED score for the project and provide details on how the score was developed. Those scores that cannot be validated from the information provided by the Offeror will be rejected.

2.16 TAB I - FACTOR 3, SUBFACTOR 1: (SCHEDULE).

2.16.1 Offeror will provide an integrated Design and Construction Schedule with all areas clearly identified. The schedule for design and construction will be task oriented, indicating dates by which milestones are to be achieved. The offeror may use a critical path or other method of choice; however, the schedules must be graphically represented. The estimated Notice To Proceed is 15 April 2003. The total duration of the contract will not exceed 720 days. Clearly indicate the total duration of the contract, in days, on the schedule. A schedule that improves the Government's construction completion time will be considered more favorably.

2.16.2 The offeror must also submit a narrative explaining how the schedules will be achieved.

2.17 - FACTOR 3, SUBFACTOR 2: (KEY PERSONNEL).

2.17.1 Provide the names, resumes, and levels of responsibility of the principal managers and technical personnel who will be directly responsible for the day-to-day design and construction activities. Include, as a minimum the following:

- Project Manager
- Project Architect
- Construction Manager
- Construction Quality Control Manager
- Design Quality control Manager

2.17.2 Indicate whether each individual has had a significant part in any of the project examples cited. If reassignment of personnel is considered possible, provide the names and resumes of the alternative professionals in each assignment.

2.17.3 Provide a narrative and/or diagram that outlines the relationships and interaction between each of the key personnel above.

2.17.4 Project key personnel must include the key construction subcontractors and the extent of their role with respect to the design phases of this project. For each subcontractor, the prime contractor's experience working with that subcontractor should be indicated and the subcontractor's past experience in work similar in nature to the project being evaluated should be submitted. Key subcontractors should include, but are not limited to:

- Masonry subcontractor(s)
- Mechanical subcontractor(s)
- Site Development subcontractor(s).
- Paving subcontractor (s)

PROPOSAL DATA SHEET**NOTE TO OFFERORS**

This OFFEROR PERFORMANCE CAPABILITY PROPOSAL DATA SHEET must be completed and attached as the first page of the body of your proposal. The information required by this data sheet may be completed directly on this form or attached to the form as supplemental data sheets.

1. NAME OF OFFEROR.

Name of Offeror(s):

If a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association.

Firm 1:

Firm 2:

Nature of Association:

2. DUNS NUMBER FOR OFFEROR

(If more than one DUNS number is to be considered explain affiliation to offeror)

3. ACASS identification number for design firm**4. AUTHORIZED NEGOTIATORS. FAR 52.215-11**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

[List names, titles, and telephone number of the authorized negotiator.]

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

5. PAST PERFORMANCE PROJECTS.

5.1 Provide information for three projects substantially completed within the past five years by Offeror having a minimum value of \$2,000,000 to be used for reference and evaluation purposes. These should be the same projects for which Past Performance Questionnaires have been provided to the Contract Specialist Point of Contact.

5.2 If the offeror is made up of separate design and construction companies that have combined for this project, then this item must be completed twice (once for each company), for a total of six projects.

5.3 For each project provide the information shown. Failure to provide this minimum information may result in lower ratings.

6. LIQUIDATED DAMAGES. On an attached sheet, list any projects within the last three years that have been assessed liquidated damages. Explain.

7. TERMINATED PROJECTS. On an attached sheet, list any projects within the last five years that have been terminated. Explain.

8. GOVERNMENT PROJECTS. On an attached sheet, list all contracts with the Government within the last three years. Indicate Government contract number and contracting agency including contact names and telephone numbers.

9. CADD CAPABILITIES. On an attached sheet, describe Offeror's capabilities for using CADD (Computer Aided Design and Drafting) and other forms of automation on this project. This information will be limited to two 8 ½ by 11 sheets of paper, double spaced, 12 pitch font.

10. CONTRACT AWARD AMOUNT AND FINAL CONTRACT AMOUNT. On an attached sheet provide your three most recent completed projects listing the contract award amount and the final contract amount.

11. OSHA VIOLATIONS. On an attached sheet identify all violations of the Occupational Safety and Health Act (OSHA) regulation CFR 29 Part 1910 Occupational Safety and Health Standards in the past five years. Include all supporting documentation including detail of violation, status of violation, resolution and amount of fine if applicable. If the Offeror had no OSHA violations within the past five years make the following statement "Offeror had no OSHA violations in the past five years".

SAMPLE

FACTOR 1-1 PAST PERFORMANCE INFORMATION (Offerors should submit for at least three projects)

Project Title:

Location:

Contract number:

Procuring activity:

Procurement point of contact and telephone number:

List date of construction completion or percent completion if construction is underway:

Address of building(s):

Address and telephone number of owner:

Indicate type of project (private sector, Government, planned unit development, etc.):

General character:

Total cost:

Total cost of all modifications:

SAMPLE

FACTOR 1-2 CORPORATE SPECIALIZED RELEVANT EXPERIENCE.

Project Title:

Location:

Contract number:

Nature of involvement in this project, i.e. General Contractor, subcontractor, designer:

Procuring activity:

Procurement point of contact and telephone number:

List date of construction completion or percent completion if construction is underway:

Address of building(s):

Address and telephone number of owner:

Indicate type of project (private sector, Government, planned unit development, etc.):

General character:

Total cost:

**SAMPLE TRANSMITTAL LETTER
AND
PAST PERFORMANCE EVALUATION QUESTIONNAIRE**

Date: _____

To: _____

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the U.S. Army Corps of Engineers, Savannah District: Base Entrance/Visitors Facility Robins AFB GA, UHHZ013006, FY03. In accordance with Federal Acquisition Regulations (FAR), an evaluation of our firm's past performance will be completed by the Corps of Engineers. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to _____ of your organization. Only one response from each office is required. If at all possible, we suggest that you individually answer this questionnaire and then coordinate your responses with that of _____, to forge a consensus on one overall response from your organization.

Please send your completed questionnaire to the following address:

U.S. Army Engineer District, Savannah
CESAS-CT-C (Brightwell)
100 West Ogelthorpe Street
Savannah, Georgia 31402

The questionnaires can also be faxed to Ms. Brightwell, Savannah District Contract Specialist at FAX 912-652-5828 or emailed to Rosetta.J.Brightwell@sas02.usace.army.mil. If you have questions regarding the attached questionnaire, or require assistance, please contact Ms. Brightwell at 912-652-5903. Thank you for your assistance.

PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Upon completion of this form, please send directly to the U.S. Army Corps of Engineers in the enclosed addressed envelope or fax to 912-652-5828, ATTN: Rosetta J. Brightwell or e-mail to Rosetta.J.Brightwell@sas02.usace.army.mil. Do not return this form to our offices. Thank you.

1. Contractor/Name & Address (City and State):

2. Type of Contract: Fixed Price _____ Cost Reimbursement _____
Other (Specify) _____

3. Title of Project/Contract Number:

4. Description of Work: (Attach additional pages as necessary)

5. Complexity of Work: High _____ Mid _____ Routine _____

6. Location of Work: _____

7. Date of Award: _____

8. Status: Active _____ (provide percent complete)

Complete _____ (provide completion date)

9. Name, address and telephone number of person completing this questionnaire:

10. QUALITY OF CONSTRUCTION:

Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Outstanding Quality	
Above Average Quality	
Satisfactory Quality	
Marginal Quality	
Unsatisfactory or Experienced Significant Quality Problems	

Remarks: _____

11. TIMELINESS OF PERFORMANCE:

To what extent did the contractor meet the contract and/or individual task order schedules if the contract was an indefinite delivery type contract?

Completed Substantially Ahead of Schedule (Outstanding)	
Completed Ahead of Schedule (Above Average)	
Completed on Schedule with Minor Delays Under Extenuating Circumstances (Satisfactory)	
Completed Behind Schedule (Marginal)	
Experienced Significant Delays without Justification (Unsatisfactory)	

Remarks: _____

12. CUSTOMER SATISFACTION:

To what extent were the end users satisfied with:

	Quality	Cost	Schedule
Exceptionally Satisfied (Outstanding)			
Highly Satisfied (Above Average)			
Satisfied (Satisfactory)			
Somewhat Dissatisfied (Marginal)			
Highly Dissatisfied (Unsatisfactory)			

Remarks:

13. SUBCONTRACTOR MANAGEMENT:

Evaluate the contractor's performance for management of the subcontractors:

Exceptionally Satisfied with Contractors Management Techniques (Outstanding)	
Highly Satisfied with Contractors Management Techniques (Above Average)	
Satisfied with Contractors Management Techniques (Satisfactory)	
Somewhat Dissatisfied with Contractors Management Techniques (Marginal)	
Highly Dissatisfied with Contractors Management Techniques (Unsatisfactory)	

Remarks:

14. If given the opportunity, would you work with this contractor again?

Yes _____ No _____ Not Sure _____

Remarks:

15. OTHER REMARKS:

Use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, flexibility in dealing with contract challenges, their overall concern for the Government's interest (if applicable), project awards received, etc.

**Section 00120
EVALUATION MANUAL**

1. GENERAL

The purpose of this document is to establish a uniform evaluation procedure for the solicitation based on contractually defined criteria. The Evaluation Team will evaluate each proposal individually using the qualitative/quantitative procedures, which follow. Each proposal will be reviewed and rated by each of the evaluators. During this process, discrepancies between evaluations will be discussed and resolved within the team. Following the completion of the individual evaluations, a consensus evaluation will be derived. The results of this consensus evaluation will be used to set the competitive range for the purposes of discussions and as the basis for the best value recommendation to the Contracting Officer/Source Selection Authority.

2. PROPOSAL REQUIREMENTS

2.1 Section 00110 – Appendix A, Proposal Submission Requirements and Instructions identify all the necessary submittal information to be included in the proposals. Proposals which reach the evaluation stage have been reviewed by Contracting Division to ensure that they are complete and responsive. All proposals which are provided to the evaluation team will be evaluated and rated.

2.2 Past Performance Questionnaires. Each Offeror should have at least three questionnaires from previous projects completed and forwarded directly to the Savannah District for use by the evaluation team in past performance evaluation and risk analysis. The Government may contact the points of contact indicated on these questionnaires for additional information and to assure validity of the information received. The Government may contact sources

other than those provided by the Offeror for information with respect to past performance. These other sources may include ACASS (Architect-Engineer Contract Administration Support System), CCASS (Construction Contractor Appraisal Support System), telephone interviews, and Government personnel with personal knowledge of the Offeror's performance capability. If more than three questionnaires are returned, the evaluation team will evaluate all questionnaires. If less than three questionnaires are returned, the proposal will receive a rating commensurate with the contractor's performance risk as determined by the evaluation team.

3. INDIVIDUAL PROPOSAL RATING WORKSHEETS

3.1 Evaluators will use the worksheets provided in the following pages to review and rate proposals.

3.2 Comments are required to support all ratings.

4. RATING METHODOLOGY

4.1 General. Offeror's proposals will be evaluated by a team to determine compliance with this solicitation (as a minimum), and to evaluate the quality of the proposed materials, methods, and procedures. Each of the evaluation Factors will be evaluated by the Government and a final overall rating for the proposals will be determined by consensus of the Government evaluation team. Evaluation criteria, including factors and subfactors, will be rated using the following adjectival descriptions. Evaluators will apply the appropriate adjective to each criterion rated. The evaluator's narrative explanation must clearly establish that the Offeror's submittal meets the following definitions.

4.1.1 Factor 1: (Past Performance, Technical Approach and Corporate Relevant Specialized Experience) Evaluation Scheme:

RATING	EXPLANATION
Outstanding/Very Low Performance Risk	Based on the Offeror's Submittal, no doubt exists that the Offeror can successfully perform the required effort.
Above Average/Low Performance Risk	Based on the Offeror's Submittal, little doubt exists that the Offeror can successfully perform the required effort.
Satisfactory/Moderate Performance Risk	Based on the Offeror's Submittal, some doubt exists that the Offeror can successfully perform the required effort. Normal contractor effort should preclude any problems.
Marginal/High Performance Risk	Based on the Offeror's Submittal, substantial doubt exists that the Offeror can successfully perform the required effort.
Unsatisfactory/Unacceptable Performance Risk	Based on the Offeror's Submittal, significant doubt exists that the Offeror can successfully perform the required effort.

4.1.2 Factor 2 Design Narrative/Technical Solutions and Factors 2 And Factor 3 Management Plan Evaluation Scheme:

OUTSTANDING: Information submitted in the proposal demonstrates the Offeror's potential to significantly exceed performance or capability standards identified in the solicitation. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated and risk to the Government is very low. The Offeror has convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in outstanding, effective, efficient, and economical performance under the contract. An assigned rating of "outstanding" indicates that, in terms of the specific factor or subfactor, the submittal contains essentially no significant weaknesses, deficiencies or disadvantages. The proposal has exceptional strengths that will significantly benefit the Government. The proposal exceeds an "Above Average" rating. **The proposal significantly exceeds most or all solicitation requirements. The proposal presents very low risk to the Government.**

ABOVE AVERAGE - Information submitted in the proposal demonstrates the Offeror's potential to exceed performance or capability standards. The proposal has one or more strengths that will benefit the Government. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality. An assigned rating within "Above Average" indicates that, in terms of the specific factor or subfactor, any deficiencies noted are of a minor nature that should not seriously affect the Offeror's performance. The submittal demonstrates that the requirements of the RFP are well understood and the approach will likely result in a high quality of performance which represents low risk to the Government. A rating of "Above Average" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, or conversely, weaknesses that could diminish the quality of the effort or increase the risk of failure. Disadvantages are minimal. The submittal contains excellent features that will likely produce results very beneficial to the Government. Response exceeds a "Satisfactory" rating. **The proposal fully meets all RFP requirements and significantly exceeds many of the RFP requirements. The proposal presents low risk to the Government.**

SATISFACTORY - Information submitted in the proposal demonstrates the Offeror's potential to meet performance or capability standards. The proposal presents an acceptable solution to the Government's requirements. The proposal meets minimum RFP requirements. Few or no advantages or strengths are presented. The Offeror's proposal contains weaknesses in several areas that are not offset by strengths in other areas. Complete and comprehensive proposal; exemplifies an understanding of the scope and depth of the task requirements and the Offeror's understanding of the Government's requirements. A rating of "Satisfactory" indicates that, in terms of the specific factor or subfactor, there is sufficient confidence that a fully compliant level of performance will be

achieved with moderate risk to the Government. Response exceeds a "Marginal" rating. **No significant advantages or disadvantages. The proposal presents moderate risk to the Government.**

MARGINAL - Information submitted in the proposal demonstrates the Offeror's potential to marginally meet performance or capability standards necessary for minimal, but still acceptable contract performance. The proposal is not adequately responsive or does not address the specific factor(s) (or subfactor(s)). The Offeror's interpretation of the Government's requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect as to be unacceptable. The assignment of a rating of "Marginal" indicates that the evaluator feels that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The Offeror's qualifications demonstrate an acceptable understanding of the requirements of the RFP and the approach will likely result in an adequate quality of performance, which represents a high level of risk to the Government. Low probability of success, although the proposal has a reasonable chance of becoming at least acceptable. Response exceeds an "Unsatisfactory" rating. **Significant disadvantages. Substantial doubt exists that the Offeror can successfully perform the required effort. The proposal presents high risk to the Government.**

UNSATISFACTORY - The proposal fails to demonstrate that it meets performance or capability standards required in the RFP. The proposal is unacceptable. Requirements can only be met with major changes to the proposal. The proposal does not meet the minimum requirements of the RFP. There is no reasonable expectation that acceptable performance would be achieved. The Offeror's proposal has many deficiencies and/or gross omissions; fails to provide a reasonable, logical approach to fulfilling much of the Government's requirements; or, fails to meet many of the minimum requirements. The Offeror's proposal is so unacceptable that it would have to be completely revised in order to make it acceptable. **Very significant disadvantages. Extreme doubt that the Offeror can perform the required effort. The proposal presents unacceptably high risk to the Government.**

4.1.3 YES – NO Ratings. Where the specific evaluation sheets indicate a YES – NO Rating, these items will be treated as information items. They are included in the evaluation worksheets to assure a similar focus among the evaluators and to ensure that individual evaluators do not overlook proposal information provided.

4.1.4 Weighting of Factors Relative Importance Definitions: For the purpose of this evaluation, the following terms will be used to establish the relative importance of the factors and subfactors:

- **Significantly More Important:** The criterion is at least two times greater in value than another criterion.
- **More Important:** The criterion is greater in value than another criterion but less than two times greater.
- **Equal:** The criterion is of the same value or nearly the same as another criterion.

5. EVALUATION FACTORS

5.1 Factor Relative Weights. The following factors will be evaluated and rated for each proposal:

5.1.1 PRICE is equal in importance to TECHNICAL FACTORS.

5.1.2 Weights among factors:

- Factor 1 (Past Performance, Technical Approach and Corporate Relevant Specialized Experience) and Factor 2 (Design Narrative/Technical Solutions) are equal and more important than Factor 3 (Management Plan).
- Factor 1, Subfactor 1 (Past Performance), Factor 1, Subfactor 2 (Technical Approach) and Factor 1, Subfactor 3 (Corporate Relevant Specialized Experience) are considered equal in value.

- Factor 2, Subfactor 1 (Architectural) is more important than Subfactor 2 (Force Protection) and Subfactor 3 (Site Design) which are considered equal. Subfactor 2 (Force Protection) and Subfactor 3 (Site Design) are more important than Subfactor 3 (Sustainability).
- Factor 3, Subfactor 1 (Schedule) is equal to Subfactor 2 (Key Personnel).

6. OVERALL PROPOSAL RATING

6.1 The intent of the evaluation worksheets that follow is to focus the evaluators on the key issues and concerns with respect to construction, operation, and function of the facilities. These worksheets are meant to stimulate thought and analysis and provide a framework in which to document concerns, strengths, weaknesses, and omissions. Evaluators are encouraged to document all observations and analyses when analyzing the individual proposals, and to share that analysis with the team during the consensus discussions.

6.2 It is the responsibility of the evaluation team to provide and document strengths, weaknesses, and omissions to support the assigned rating in each Factor. Documentation/comments are required for all ratings.

6.3 The Government evaluation team will consider all information provided in the proposal individually. Once these individual analyses are completed, the team will meet and determine a rating for each of the evaluation factors by consensus decision.

6.4 Following the completion of the consensus discussions and rating assignments, the individual rating worksheets from each of the evaluators will be collected by the Chairmen and provided to the Contracting Officer. Each evaluator will sign the final consensus rating assignment sheet.

7. BASIS OF AWARD

7.1 In order to determine which proposal represents the best overall value, the Government will compare proposals to one another. The Government will award a firm fixed-price contract to that responsible Offeror whose submittal and price proposal contain the combination of those criteria described in this document offering the best overall value to the Government. Best value will be determined by a comparative assessment of proposals against all source selection criteria in this RFP.

7.2 The Government is more concerned with obtaining superior technical features than with making an award at the lowest price to the Government.

7.3 As technical ratings and relative advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become smaller and relative advantages and disadvantages between proposals become increasingly important.

7.4 The Government reserves the right to accept other than the lowest priced offer. The right is also reserved to reject any and all offers. The basis of award will be a conforming offer from a responsible Offeror providing a fair and reasonable price that represents the best overall value, the price or cost of which may or may not be the lowest.

7.5 Offerors are reminded to include their best technical and price terms in their initial proposal and not to assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award without discussions, if such action is deemed to be in the best interests of the Government.

EVALUATION CRITERIA

Factor 1 (Past Performance, Technical Approach and Corporate Relevant Specialized Experience)

This factor evaluates the Offeror's proposal for Past Performance, Technical Approach and Corporate Relevant Specialized Experience. The following aspects of the Offeror's Past Performance, Technical Approach and Corporate Relevant Specialized Experience will be reviewed: Past Performance, Technical Approach and Corporate Relevant Specialized Experience. The level of importance is as follows:

- Factor 1 (Past Performance, Technical Approach and Corporate Relevant Specialized Experience) and Factor 2 (Design Narrative/Technical Solutions) are equal and more important than Factor 3 (Management Plan).
- Factor 1, Subfactor 1 (Past Performance) and Factor 1, Subfactor 2 (Technical Approach) and Factor 1, Subfactor 3 (Corporate Relevant Specialized Experience) are considered equal in value.

Subfactor 1 (Past Performance). The Government will evaluate the Offeror's past performance using the sources available to it including, the sample projects identified by the Offeror, Past Performance Evaluation Questionnaires received, ACASS, and CCASS. Offerors may be provided an opportunity to address any negative past performance information about which the Offeror has not previously had an opportunity to respond. The Government treats an Offeror's lack of past performance as neutral. That is, having no positive or negative evaluation significance. The experience of individuals will not be credited under this factor but will be evaluated under "key personnel." The Government will evaluate past performance based on the elements listed below:

- **Quality of Construction.** Based on information provided in the questionnaire and other information, the Government will assess the quality of the actual construction undertaken and the standards of workmanship exhibited by the Offeror's team.
- **Timeliness of Performance.** The Government will evaluate all information available with respect to the Offeror completing past projects within the scheduled completion times.
- **Customer Satisfaction.** The Government will evaluate all information available with respect to the Offeror's past customer satisfaction, cooperation with customers, and interaction on past projects.
- **Subcontractor Management.** The Government will evaluate all information available with respect to the Offeror's management of subcontractors on past projects.
- **Cost control.** The Government will review Contractor's past record on submitting reasonably priced expeditious change proposals and Contractor's past record adhering to project budget; including the submission of claims.
- **OSHA Violations.** The Government will assess the Offeror's record of conducting work in accordance with OSHA rules and regulations.

Subfactor 2 (Technical Approach Narrative). The Government will evaluate the overall understanding of the design-build process being used in this solicitation including the following:

- Does the Offeror demonstrate a suitable understanding of the process to enable it to adequately address and anticipate the risks associated with Design/Build processes?

- Does the Offeror demonstrate understanding of the roles and responsibilities of the various sub-contractors for both design and construction?
- How does the Offeror continue the design phase of the project and incorporate user comments and reviews into the process?
- Does the Offeror propose an adequate Design Quality Control Program?
- What is the design team's involvement throughout the construction period?
- How does the Offeror integrate construction subcontractors into the design process?
- What are the Offeror's procedures for handling construction and design problems?
- How does the Offeror plan to implement "fast track" procedures on this project whereby preliminary site construction activities can begin prior to 100% completion of the design documents?

CAUTION: This narrative may not exceed ten (10) pages and that the Government review staff will review and evaluate only the information contained on the first ten pages in this section.

Subfactor 3 (Corporate Relevant Specialized Experience). The Source Selection Evaluation Board will review the sample projects provided by the Offeror to evaluate and rate the recent experience of the Offeror in similar projects. The sample projects which most closely resemble the project identified in this solicitation will receive the highest consideration. If the Offeror cannot provide suitable relevant experience, and the evaluators consider that the information provided indicates that the Offeror has no relevant experience, then a determination will be made as to the risk this lack of corporate experience presents to the Government and the proposal will be evaluated accordingly. Experience will be evaluated using the elements listed below. The experience of individuals will not be credited under this factor but will be evaluated under Factor 3, Subfactor 2 (Key Personnel).

- Similar construction projects completed: The Source Selection Evaluation Board will evaluate the number and size of contracts completed, or substantially complete, by the Offeror of similar scope (building and road construction) and complexity in the past five (5) years.
- Multiple phasing type construction projects completed: The Government will evaluate overall corporate experience in performing construction contracts in which phasing, maintaining facilities in operations and close coordination with the customer was involved.

EVALUATION CRITERIA
FACTOR 2 (Design Narrative/Technical Solutions)

The Government will evaluate the subfactors in Factor 2 (Design Narrative/Technical Solutions) to meet RFP requirements (Base Entrance/Visitors Facility Robins AFB GA). The evaluation subfactors establish standards of acceptability and desirability with regard to various features of quality, design engineering, sustainability, construction and materials. An evaluation of technical quality and technical merit is inherent in these criteria. Proposals that exceed the minimum criteria or include desirable optional features may be rated higher than proposals that only meet the minimum criteria considering the perceived value to the Government of such features. The level of importance is as follows:

- Factor 2, Subfactor 1 (Architectural) is more important than Subfactor 2 (Force Protection) and Subfactor 3 (Site Design), which are considered equal.
- Subfactor 2 (Force Protection) and Subfactor 3 (Site Design) are more important than Subfactor 3 (Sustainability).

Subfactor 1 (Architectural Design Submittal Requirements).

The following items will be considered in the evaluation of the facilities floor plans:

- Does the proposal include all the required facilities as described in the Statement of Work?
- Does the proposal include all the mandatory spaces in response to the requirements set forth in the RFP? For each of the spaces with a minimum or maximum size limitation, does the proposal comply with these requirements?
- Do the building's floor plans provide space arrangement well suited to the mission of the facility?
- Do the building floor plans provide acceptable life safety and fire safety measures? Is the Life Safety Analysis for the facility acceptable and in conformance with the Statement of Work requirements?
- Evaluate the Offeror's floor plans with respect to the functional and spatial relationship requirements established in the Statement of Work.
- Do the Offeror's floor plans demonstrate compliance with the mandatory requirements for furnishings while allowing suitable space for circulation and other requirements?
- Do the Offeror's floor plans allow for suitable workflow and access necessary to successfully operate this facility in accordance with its mission?

Architectural renderings will be considered for the following items:

- Realism, accuracy, completeness and attention to detail.
- Facades, rooflines, and delineation of entrances.
- Proportions of fenestration in relation to elevations.
- Shadow effects, materials, and textures.
- Proportion and scale within the structure.
- Compliance with Installation Design Guide Recommendations.
- Compatibility with Robins AFB architectural styles and existing base entries.
- Exterior color schemes proposed.

- Other aesthetic considerations.
- Consideration of the facility construction related to the Force Protection Requirements.

Subfactor 2 (Force Protection Design Submittal Requirements).

The proposed HVAC system will be evaluated on quality and energy efficiency, equipment selected, space requirements, maintainability, waste recovery. Since HVAC systems are prime consumers of energy, they represent a key opportunity to reduce the overall energy usage of the facilities. Through a careful review of the proposal information the evaluators must keep energy conservation considerations foremost in their analysis. Proposed systems, which meet the minimum requirements of the statement of work, should not be rated above "AVERAGE". Proposed materials and systems should be evaluated to determine their compliance with the solicitation requirements. Other considerations include the durability of materials proposed, suitability of materials exposed to common areas, integration into the facility wide control system where applicable, outside air (ventilation) considerations, outside equipment locations quality of equipment proposed.

The Vehicle Barrier Systems (retractable vehicle barriers and spike strips) will be evaluated for material quality, durability and maintenance required. Proposals that exceed the minimum requirements of the solicitation in the below areas should be rated above "AVERAGE". Durability of the equipment proposed is a prime concern in this item.

Subfactor 3 (Site Design Submittal Requirements). This subfactor evaluates the ridged and flexible pavement details proposed for installation in the access road, gatehouse approach ramps, overwatch position and parking area. The individual cross-sections provided will be evaluated. Consideration will be given to overall life cycle maintenance of the systems and also to considerations of materials selected with respect to the expected use. Additional consideration will be given to proposed systems with a long expected life (versus a system requiring greater cyclical replacement). Concentration should be on the provision of a durable pavement system to support the expected traffic. Unusual or innovative pavement designs will be evaluated based on expertise and experience. Narrative information must include considerations and explanations of these implications to receive higher than an "AVERAGE" rating.

Subfactor 4 (Sustainable Design Submittal Requirements). Offerors will include a preliminary ranking of the sustainable design considerations to be included in the proposal. The US Green Building Council's Leadership in Energy and Environment Design (LEED) Green Building Rating System 2.0 will be used as an outline of environmental performance targets for this project. Contractor will submit a LEED score for the project and provide details on how the scope was developed. The successful proposal will be required to complete a detailed analysis on the final design that meets or exceeds the preliminary ranking established at proposal level. The evaluation of this factor will be as follows: Scores that cannot be validated based on the Offeror's submitted information will be reduced accordingly. The higher the score, the more favorable the proposal.

LEED SCORE	
<i>Offeror Prepared Sustainability Level</i> LEED Level	<i>Associated Factor Rating</i>
Certified Platinum (52+)	Outstanding
Certified Gold (39-51)	Above Average
Certified Silver (33-38)	Satisfactory
Certified (26-32)	Marginal
< Certified (<26)	Unsatisfactory

EVALUATION CRITERIA
FACTOR 3 (MANAGEMENT PLAN)

The Source Selection Evaluation Board will evaluate the following subfactors in the Management Plan. This part of the evaluation will consider the offeror's understanding and capability of successfully managing the project to completion. The level of importance is as follows:

- Factor 3, Subfactor 1 (Schedule) is equal to Subfactor 2 (Key Personnel).

Subfactor 1 Schedule. The Source Selection Evaluation Board will evaluate the schedule to assess the inclusion of "fast tracking" and the rationale of how the Offeror intends to comply with the submitted schedule. The schedule must reflect a single task oriented structure for both design and construction. The schedule will be reviewed to see that it meets or exceeds the Government's construction completion time. The schedule will be reviewed for completeness as to specific milestones and phases for construction that portray a thorough understanding of design and construction practices required for the project and which will result in a quality project. The schedule will be reviewed for realism. Proposed schedules, which indicate project completion prior to the Government indicated maximum duration will receive favorable consideration.

Subfactor 2 (Key Personnel). The Source Selection Evaluation Board Government will evaluate and rate the Key Personnel identified. The resumes and levels of responsibility of the principal managers and technical personnel who will be directly responsible for the day-to-day design and construction activities will be evaluated. Data should indicate whether each individual has had a significant part in any of the project examples cited. If reassignment of personnel is considered possible, the names and resumes of the alternative professionals for each assignment will be evaluated. Additional consideration will be given to individuals who have past experience with Corps of Engineers construction project operations and who have completed the Corps sponsored Quality Control Class.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET**Factor 1 (Past Performance, Technical Approach and Corporate Relevant Specialized Experience)****Subfactor 1 (Past Performance)**

Item No.	Description	Rating
1.	Were three Past Performance Questionnaires Received?	YES/NO
2.	Do all the questionnaires received reflect projects completed within the last 5 years, valued at minimum of \$2,000,000 and substantially complete?	YES/NO
3.	Were ACASS/CCASS ratings available?	YES/NO
4.	Did the Offeror identify last three projects and provide contract award amount and final contract amount?	YES/NO
5.	Did Offeror submit a list of OSHA violations within last five years? If no OSHA violations did Offeror submit certification that it had no OSHA violations within the last five years?	YES/NO
6.	Do you have any Personal Experience with the Offeror?	YES/NO
7.	PAST PERFORMANCE	
OVERALL FACTOR 1 Subfactor 1 RATING		

•Strengths.

• **Weaknesses.**

• **Other.**

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET**Factor 1 (Past Performance, Technical Approach and Corporate Relevant Specialized Experience)
(Continued)****Subfactor 2 (TECHNICAL APPROACH NARRATIVE)**

Item No.	Description	Rating
1.	Technical approach narrative included in proposal?	YES – NO
2.	Understanding of the Design/Build process	
OVERALL FACTOR 1 Subfactor 2 RATING		

•Strengths.**•Weaknesses.****•Other.**

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET**Factor 1 (Past Performance, Technical Approach and Corporate Relevant Specialized Experience)
(Continued)****Subfactor 3 (Corporate Relevant Specialized Experience)**

Item No.	Description	Rating
1.	Did the proposal include three projects substantially completed in the past five years projects?	YES – NO
2.	Offeror's corporate relevant specialized experience	
OVERALL FACTOR 1 Subfactor 3 RATING		

•Strengths.**•Weaknesses.****•Other.**

Offeror: _____

Evaluator:_____

PROPOSAL RATING WORKSHEET

Factor 1 (Past Performance, Technical Approach and Corporate Relevant Specialized Experience)
(Continued)

Factor 1 (Summary and Overall Rating)

Item No.	Description	Rating
1.	Factor 1, Subfactor 1 Offeror Past Performance	
2.	Factor 1, Subfactor 2 Technical Approach Narrative	
3.	Factor 1, Subfactor 3 Offeror Corporate Relevant Specialized Experience	
OVERALL Factor 1 RATING		

Board Member

•Strengths.

•Weaknesses.

•Other.

Offeror: _____

Evaluator:_____

PROPOSAL RATING WORKSHEET

FACTOR 2 (Design Narrative/Technical Solutions)

Subfactor 1 (Architectural)

Item No.	Description	Rating
1	Appropriate facilities	
2	Minimum space and facility size	
3	Functional arrangement	
4	Building aesthetics	
FACTOR 2, Subfactor 1 RATING		

•Strengths.

•Weaknesses.

•Other.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET**FACTOR 2 (Design Narrative/Technical Solutions)
(Continued)****Subfactor 2 (Force Protection)**

Item No.	Description	Rating
1	HVAC selected equipment space reqm'ts, maintainability, quality and waste heat recovery	
2	Vehicle barrier equipment selected, maintainability and quality	
OVERALL Factor 2, Subfactor 2 RATING		

•Strengths.**•Weaknesses.****•Other.**

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET

FACTOR 2 (Design Narrative/Technical Solutions)
(Continued)

Subfactor 3 (Site Design)

Item No.	Description	Rating
1	Pavements	
FACTOR 2, Subfactor 3 RATING		

• Strengths.

• Weaknesses.

• Other.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET

FACTOR 2 (Design Narrative/Technical Solutions)
(Continued)

Subfactor 4 (Sustainability)

Item No.	Description	Rating
1	LEED Score	
OVERALL Factor 2, Subfactor 4 RATING		

•Strengths.

•Weaknesses.

•Other.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET

FACTOR 2 (Design Narrative/Technical Solutions)
(Continued)

FACTOR 2 (SUMMARY AND OVERALL RATING)

Subfactor	Description	Rating
1	Architecture	
2	Force Protection	
3	Site Design	
4	Sustainability	
FACTOR 2 RATING		

Board Member

•Strengths.

•Weaknesses.

•Other.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET

FACTOR 3 (MANAGEMENT PLAN)

Subfactor 1 (Schedule)

/__ / Outstanding

/__ / Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

• Strengths.

• Weaknesses.

•Other.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET**FACTOR 3 (MANAGEMENT PLAN)
(Continued)****Subfactor 2 (Key Personnel)**

/___/ Outstanding

/___/ Above Average

/___/ Satisfactory

/___/ Marginal

/___/ Unsatisfactory

- **Strengths.**

- **Weaknesses.**

- **Other.**

Offeror: _____

Evaluator: _____

FACTOR 3 (MANAGEMENT PLAN)
(Continued)

FACTOR 3 (Management Plan) Summary Rating

FACTOR 3 (Management Plan) SUMMARY RATING CHART		
Subfactor No.	Description	Rating
1	Schedule	
2	Key Personnel	
FACTOR 3 RATING		

Board Member

•Strengths.

•Weaknesses.

•Other.

Offeror: _____

Evaluator: _____

Factor 1 (Past Performance, Technical Approach and Corporate Relevant Specialized Experience), Factor 2, (Design Narrative And Technical Solutions) and Factor 3 (Management Plan) Overall Rating

INDIVIDUAL RATING SUMMARY		
Item No.	Description	Rating
1.	Factor 1 (Past Performance, (Technical Approach) and (Corporate Relevant Specialized Experience)	
	Subfactor 1 (Past Performance)	
	Subfactor 2 (Technical Approach)	
	Subfactor 3 (Corporate Relevant Specialized Experience)	
	Overall rating Factor 1	
2.	Factor 2 (Design Narrative/Technical Solutions)	
	Subfactor 1 (Architecture)	
	Subfactor 2 (Force Protection)	
	Subfactor 3 (Site Design)	
	Subfactor 4 (Sustainability)	
	Overall rating Factor 2	
3.	Factor 3 (Management Plan)	
	Subfactor 1 (Schedule)	
	Subfactor 2 (Key Personnel)	
	Overall Rating Factor 3	
	Overall Rating Factors # 1,2 and 3	

Offeror: _____

CONSENSUS SUMMARY RATINGS						
FACTOR DESCRIPTION	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	CONSENSUS
Factor 1 (Past Performance), (Technical Approach) and (Corporate Relevant Specialized Experience)						
Subfactor 1 (Past Performance)						
Subfactor 2 (Technical Approach)						
Subfactor 3 (Corporate Relevant Specialized Experience)						
Overall rating Factor 1						
Factor 2 (Design Narrative/Technical Solutions)						
Subfactor 1 (Architecture)						
Subfactor 2 (Force Protection)						
Subfactor 3 (Site Design)						
Subfactor 4 (Sustainability)						
Overall rating Factor 2						
Factor 3 (Management Plan)						
Subfactor 1 (Schedule)						
Subfactor 2 (Key Personnel)						
Overall Rating Factor 3						
OVERALL PROPOSAL RATING						

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(vi) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(1) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of

this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(vii) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.204-4003 TAXPAYER IDENTIFICATION

Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(a) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(b) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(c) Common parent.

___ Offeror is not owned or controlled by a common parent

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 233320 .

(2) The small business size standard is \$28.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

() (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (MAY 2001) --ALTERNATE I (MAR 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(d) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an

inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed

to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds

the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days of intent to award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 1999)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The **Error! Reference source not found.** will notify the **Error! Reference source not found.** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the

employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
 - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
 - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.
(SEP 2000)**

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) Payrolls and basic records.
- (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
 - (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The

Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting

Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(viii) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has

found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ix) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of

\$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of

employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

- (iii) Publicizing the policy in the company newspaper, annual report, etc.;
 - (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
 - (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.
- (7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
- (11) Validate all tests and other selection requirements where required under 41 CFR 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
- (15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.
- (h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

- (1) Actively participates in the group;
- (2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
- (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
- (4) Makes a good-faith effort to meet its individual goals and timetables; and
- (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 - (i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
 - (j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 - (k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
 - (l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
 - (m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.
 - (n) The Contractor shall designate a responsible official to--
 - (1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
 - (2) Submit reports as may be required by the Government; and
 - (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the

Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the

Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any

other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or

4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in

paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in

accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

General Clerk I \$ 7.03

Secretary II 11.96

Forklift Operator 1.04

(End of clause)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT
(FEB 2002)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with--

(1) An increased or decreased wage determination applied to this contract by operation of law; or

(2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably

require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to

in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\

Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

- (a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).
- (b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.
- (End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold

(however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(x) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

- (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (AUG 1987)

(a) Estimates shall be made monthly of the amount and value of the work and services performed by the Contractor under this contract which meet the standards of quality established under this contract. The estimates shall be prepared by the Contractor and accompanied by any supporting data required by the Contracting Officer.

(b) Upon approval of the estimate by the Contracting Officer, payment upon properly executed vouchers shall be made to the Contractor, as soon as practicable, of 90 percent of the approved amount, less all previous payments; provided, that payment may be made in full during any months in which the Contracting Officer determines that performance has been satisfactory. Also, whenever the Contracting Officer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Government, the Contracting Officer may release the excess amount to the Contractor.

(c) Upon satisfactory completion by the Contractor and acceptance by the Contracting Officer of the work done by the Contractor under the "Statement of Architect-Engineer Services", the Contractor will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. Upon satisfactory completion and final acceptance of the construction work, the Contractor shall be paid any unpaid balance of money due under this contract.

(d) Before final payment under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the Contracting Officer a release of all claims against the Government arising under or by virtue of this contract, other than any claims that are specifically excepted by the Contractor from the operation of the release in amounts stated in the release.

(e) Notwithstanding any other provision in this contract, and specifically paragraph (b) of this clause, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. The due date for making invoice payments is--

(i) For work or services completed by the Contractor, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(iii) of this clause).

(B) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice, when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the settlement.

(ii) The due date for progress payments is the 30th day after Government approval of Contractor estimates of work or services accomplished.

(iii) If the designated billing office fails to annotate the invoice or payment request with the actual date of receipt at the time of receipt, the payment due date is the 30th day after the date of the Contractor's invoice or payment request, provided the designated billing office receives a proper invoice or payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval is deemed to occur constructively as shown in paragraphs (a)(4)(i)(A) and (B) of this clause. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(A) For work or services completed by the Contractor, Government acceptance is deemed to occur constructively on the 7th day after the Contractor completes the work or services in accordance with the terms and conditions of the contract.

(B) For progress payments, Government approval is deemed to occur on the 7th day after the designated billing office receives the Contractor estimates.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315, in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the

purposes are taken.

(xi) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(ii) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be

grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is \$ 4,990,000.00

(End of clause)

52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984)

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.239-4001 Year 2000 Compliance

The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

52.239-4005 Year 2000 Compliance - Construction Contracts

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically:

The contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings

under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(End of Clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make

changes within the general scope of this contract in the services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any

increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) -
ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to

any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

(a) The Government may terminate this contract in whole or, from time to time, in part, for the Government's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Government, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the Contractor to fulfill the contract obligations, the Government may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Government.

(d) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(xii) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(xiii) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

- (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
 - (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
 - (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--
 - (1) The Contracting Officer has given prior written approval; or
 - (2) The information is otherwise in the public domain before the date of release.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before

entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration
Georgia District Office
233 Peachtree Street, NE, Suite 1900
Atlanta, GA 30303

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced;

(4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)

(a) Definitions. As used in this clause--

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

"Interested party" means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

(1) Within 59 working days of subcontract award;

(2) While a challenge is pending; or

(3) If a subcontractor is determined to be an ineligible participant.

(e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee contract.

(iii) The target cost and ceiling price of a fixed-price incentive contract.

(iv) The price of a firm-fixed-price contract.

(2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--

(1) Are for other than commercial items; and

(2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design

patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)

(a) Definitions. As used in this clause --

(1) "Landing areas means" --

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution" areas means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(i) "The approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while --

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall -

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is -

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations -

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall -

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall -

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

- (1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.
- (d) The certification requirement in paragraph (b) of this clause does not apply to---
 - (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
 - (2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 720 calendar days. * The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$498.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.223-4002 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil>. (At the HQ homepage, select Safety and Occupational Health.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall

apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

52.228-4001 RECOMMENDED INSURANCE COVERAGE – MAY 2000

The Design-Build Contractor's attention is invited to the contract requirements concerning "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN" and "WARRANTY OF CONSTRUCTION WORK". These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnished by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor shall be liable to the Government for the damages to the Government caused by negligent performance. Though it is not a mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

(End of Clause)

52.228-4002 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.

Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be

determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region IV. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-4007 ACCOUNTING AND APPROPRIATION DATA (APR 1989 CESAS-RM)

5733300308 8021 P321 3230 S09133 (SAF)

(End of clause)

52.232-4008 DESIGNATED BILLING OFFICE (APR 1989 CESAS-RM)

Invoices will be mailed to:

Robins AFB Resident Office
Bldg. 7032, 625 7th Street
Warner Robins, GA 31098

(End of Clause)

52.232-4009 DESIGNATED PAYMENT OFFICE (AUG 1998 CESAS-RM-F)

Payment will be made by:

U.S. Army Corps of Engineers Finance Center
ATTN: CEFC-AO-P
5720 Integrity Drive
Millington, TN 38054-5005

(End of clause)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced

Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: none.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(xiv) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by soil test borings. Locations and drillings logs of the borings are shown on the contract drawings.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-4001 DESIGN-BUILD CONTRACT-ORDER OF PRECEDENCE – AUG 1997

(a) The contract includes the standard contract clauses and schedules current at the time of award. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments during proposal evaluation and selection, and (2) the successful Offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any ways bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of the various portions of this contract, precedence shall be given in the following order:

(1) Betterments: Any portions of the Offeror's proposal which both meet and exceed the provisions of the solicitation

(2) The provisions of the solicitation. (see also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(3) All other provisions of the accepted proposal.

(4) Any design products, including but not limited to plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

(End of Clause)

52.236-4003 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN – FEB 2000

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law

(d) If the Contractor is comprised of more than one legal entity shall be jointly and severally liable thereunder.

(End of Clause)

52.236-4004 SEQUENCE OF DESIGN-CONSTRUCTION – AUG 1997

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. No construction may be started, <with the exception of...clearing, etc...> until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

52.236-4005 SEQUENCE OF DESIGN- CONSTRUCTION (FAST TRACK) – AUG 1997

(iii) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submissions requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. The contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(iv) If the Government allows the Contractor to proceed with the construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(v) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

52.236-4006 CONSTRUCTOR'S ROLE DURING DESIGN – JUN 1998

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and

maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)

52.236-4007 TRAINING – FEB 2000

The Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall conduct the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training and shall be used during training. The Contractor shall video tape the training session on VHS tapes and provide the tapes to the Government.

(End of Clause)

52.236-4008 DESIGN CONFERENCES – AUG 1997

(a) Pre-Work: As part of the Pre-Work Conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D-B documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contract and any other appropriate pre-design discussion items.

(b) Design Charette: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user options, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.

(c) Design Review Conferences: Review conferences will be held on base for each design submittal. The Contractor will bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

(End of Clause)

52.236-4013 CONTRACTOR-PREPARED NETWORK ANALYSIS SYSTEM (January 2002 SAS) (Ref. DFARS 236.273)

The progress chart to be prepared by the contractor pursuant to FAR 52.236-15, Schedules for Construction Contracts, shall utilize the Critical Path Method (CPM) of network calculation. (See Attachment 1 to Section 00800).

52.236-4015 PRECONSTRUCTION CONFERENCE (OCT 1988 SAS) (Ref. FAR 36.305)

(a) A preconstruction conference will be arranged by the Area/Resident Engineer after award of contract and before commencement of work. The Area/Resident Engineer will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

(b) The Contractor shall bring to this conference, in completed form, a Certificate of Insurance, plus the following items in either completed or draft form:

- Accident Prevention Plan (5 copies)
(use format shown in Attachment 1 to SECTION 00800)
- Quality Control Plan (5 copies)
- Letter Appointing Superintendent
- Transmittal Register
- Power of Attorney and Certified Copy of Resolution
- Network Analysis System, when applicable
- List of Subcontractors

(c) A letter of record will be written documenting all items discussed at the conference, and a copy will be furnished by the Area/Resident Engineer to all in attendance.

(End of clause)

52.236-4016 VIDEO TAPING OPERATING AND MAINTENANCE INSTRUCTIONS (MAR 1987 SASCD-SQ)

For all of the operating and maintenance instructions which are required in the contract specifications, the Contractor shall video tape these instructions as they are presented to the Government representatives. These tapes shall provide clear and understandable detailed instructions for all items required by the contract specifications. The tapes shall be prepared by an experienced video director/cameraman using good quality half-inch VHS color tape with correct sound equipment, lighting, and backdrop. The sound and picture quality shall be high and subject to approval by the Contracting Officer. The tapes are intended as followup training for other Government representatives at a later date. They must be suitable for this purpose. The Contractor shall be responsible for the contents of the instructions and shall verify that they are correct prior to taping. The Contractor may submit individual equipment manufacturer's instructional tape(s), provided they meet the above qualifications and cover the actual equipment that is installed. The tape(s) shall be for specific equipment identified by contents and contract name and number. The Contractor shall submit one copy of the tape(s) to the Contracting Officer for review and approval. Unacceptable tapes are to be corrected by the Contractor as indicated by the Contracting Officer at no additional cost to the Government.

(End of clause)

52.236-4017 SUBMITTAL OF MODIFICATION COST ESTIMATE PROPOSALS (MAR 1992 SAS) (Ref. DFARS 52.236-7000)

When submittals of Cost Estimate Proposals are required for additions or deletions to work under this contract by modification, the Contractor shall use DA Form 5418-R titled "Cost Estimate Analysis" (see Attachment 1 to SECTION 00800). A separate assemblage will be prepared for submittal by each trade affected by the proposed work.

(End of clause)

52.244-4001 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS – AUG 1997

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to the individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

(End of Clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-4001 WARRANTY OF CONSTRUCTION WORK – AUG 1997

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall contain for a period of year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of –

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, or workmanship.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall –

(1) Obtain all warranties that would be given in normal commercial practice:

(2) Require all warranties to be executed, in writing for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

52.248-4003 VALUE ENGINEERING AFTER AWARD

(xv) In reference to Contract Clause 52.248-3, "Value Engineering – Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(xvi) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(xvii) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfil the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(xviii) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

(End of Clause)

52.249-4001 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1991 OCE)
(Ref. FAR 52.249-10)

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORKDAYS BASED ON 5-DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
9	8	6	4	4	7	8	7	5	3	4	8

(c) Upon acknowledgment of the Notice to Proceed and continuing through-out the contract, the Contractor will record on the daily Contractor Quality Control report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION).

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS - EFARS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs. If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

ATTACHMENT 1 TO SECTION 00800

LIST OF ATTACHMENTS

1. Contract Drawings:
*3 *6
File No. 730-832-01, Sheets 1 through 19
~~Robins AFB Utility Drawings, Sheets 20 through 29 (For Information Only)~~
2. Rates of Wages:
3. Formats:

Sign

Corps of Engineers Logo

Accident Prevention Plan (Ref. FAR 52.236-13 and EM 385-1-1)

Construction Quality Control Report

Weekly Temporary Electrical Inspection
4. Minimum Standard for Temporary Electrical Service (Ref. FAR 52.236-14)
5. Forms:

SAS Form 9 - Activity Hazard Analysis

SAD Form 1666a-R - Safety Checklist for Crawler, Truck & Wheel Mounted Cranes

SAD Form 1666b-R - Safety Checklist for Portal, Tower, and Pillar Cranes

SAD Form 1666c-R - Safety Checklist for Rigging

SAD Form 1666d-R - Safety Checklist for Motor Vehicles, Trailers and Trucks

SAD Form 1666e-R - Safety Checklist for Crawler Tractors and Dozers

SAD Form 1666f-R - Safety Checklist for Scrapers, Motor Graders, and Other Mobile Equipment

SAD Form 1666g-R - Safety Checklist for Material Hoists

SAD Form 1666h-R - Safety Checklist for Earth Drilling Equipment

ENG Form 4025 - Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance

DA Form 5418-R - Cost Estimate Analysis

DD Form 1354 - Transfer and Acceptance of Military Real Property

Standard Form LLL-A - Disclosure of Lobbying Activities

Real Property Inventory
6. Contractor Prepared Network Analysis System

*3

7. Preproposal Conference Minutes

General Decision Number GA020023

General Decision Number **GA020023**

Superseded General Decision No. GA010023

State: Georgia

Construction Type:

BUILDING

County(ies):

HOUSTON

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0

03/01/2002

COUNTY(ies):

HOUSTON

BOIL0026A 01/01/2002

	Rates	Fringes
BOILERMAKER	23.40	10.44

SUGA1007A 01/01/1984

	Rates	Fringes
BRICKLAYER	8.69	
CARPENTER	8.67	
CEMENT MASON	7.15	
ELECTRICIAN	12.15	1.62
GLAZIER	7.38	
HEAT AND FROST INSULATOR/ASBESTOS WORKER	10.15	1.25
IRONWORKER	9.25	1.29
LABORER	5.15	
LATHER	11.00	
MILLWRIGHT	8.50	
PAINTER	6.10	.95
PLASTERER	10.00	
PLUMBER AND PIPEFITTER	10.96	
POWER EQUIPMENT OPERATORS:		
Backhoe	8.88	1.07
Crane	9.44	
Fork lift	7.33	
Front end loader	7.61	1.07
Grader	5.50	
Paver	5.50	
Tractor	5.15	
ROOFER	6.98	
SHEET METAL WORKER	8.35	
SOFT FLOOR LAYER	6.97	
TILE SETTER	7.86	
TRUCK DRIVER	5.15	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

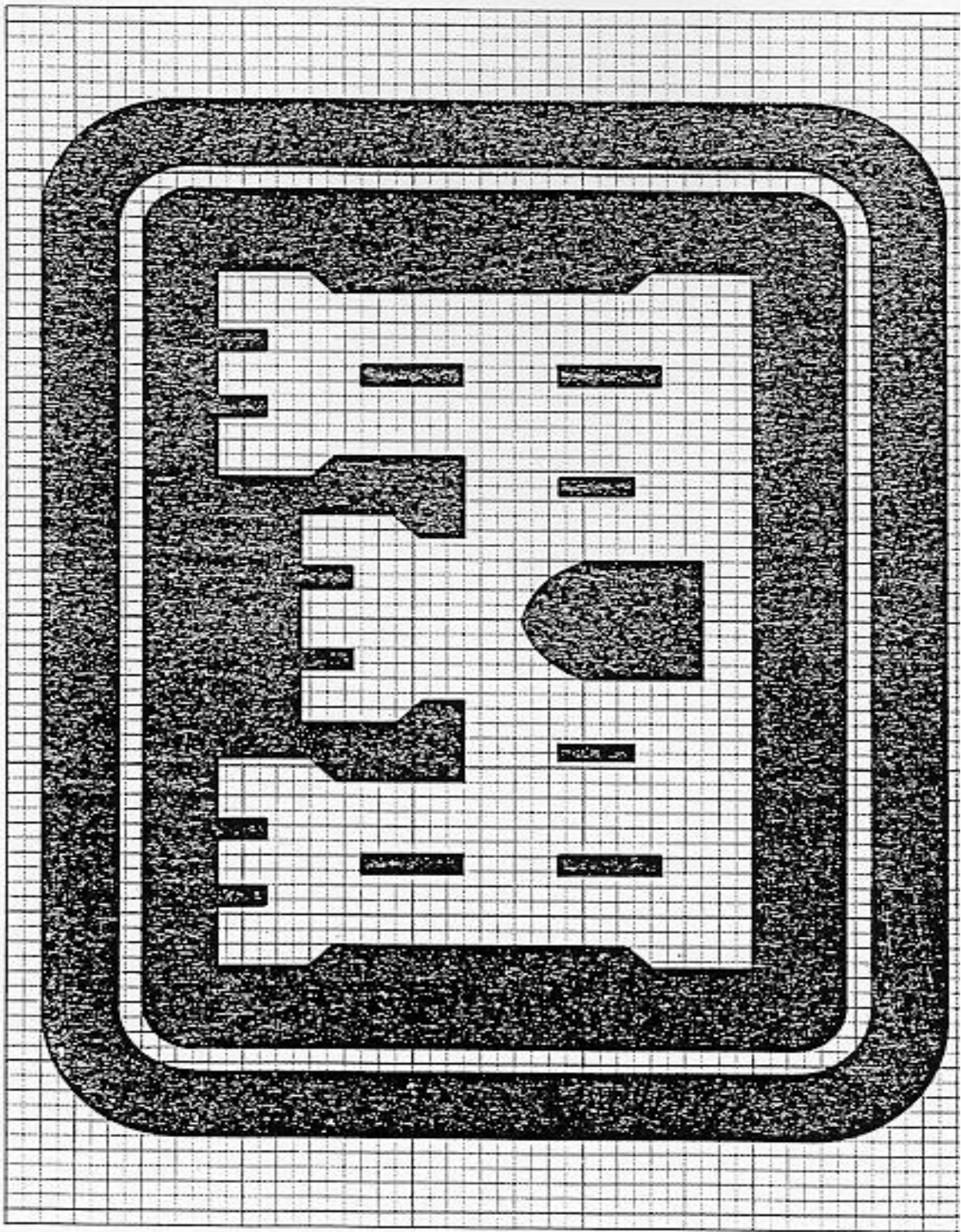
END OF GENERAL DECISION

-- --



SCHEDULE			STROKE
SPACE	HEIGHT	LINE	LETTER HEIGHT
A	3"	1	3 ¹⁶ / ₁₆ " 1.5"
B	1"	2	3 ¹⁶ / ₁₆ " 1.5"
C	1"	3	3 ¹⁶ / ₁₆ " 1.5"
D	4"	4	1 ¹⁶ / ₁₆ " 4"
E	3"	5	1 ¹⁶ / ₁₆ " 4"
F	4"	6	3 ¹⁶ / ₁₆ " 1.5"
G	1"	7	3 ¹⁶ / ₁₆ " 1.5"
H	4"	8	1 ¹⁶ / ₁₆ " 4"
I	1"	9	1 ¹⁶ / ₁₆ " 2.5"
J	1"	10	1 ¹⁶ / ₁₆ " 2.5"
K	2"		

1. POSTS SHALL BE S4S.
2. PLYWOOD SHALL BE EXTERIOR TYPE, A-C GRADE.
3. BEFORE PAINTING, SURFACE SHALL BE CLEAN, DRY, FREE OF GREASE AND SANDED.
4. PAINT WITH ONE EXTERIOR OIL PRIME COAT AND EXTERIOR TYPE ALKYD, CONFORMING TO MASTER PAINTERS INSTITUTE MP1-9, MPI GLOSS LEVEL 6. COLOR SHALL MATCH SHERWIN WILLIAMS SW 2175.
5. ALL LETTERING SHALL BE EXTERIOR TYPE ALKYD. COLOR SHALL MATCH SHERWIN WILLIAMS SW 1900.
6. DECALOMANIA FOR CORPS OF ENGINEERS INSIGNIA AND U.S. AIR FORCE EMBLEM WILL BE FURNISHED BY THE CONTRACTING OFFICER FOR INSTALLATION BY THE CONTRACTOR.
7. ALL EXPOSED WOOD (POSTS, SUPPORTS, BACK, ETC.) SHALL BE PAINTED THE SAME BACKGROUND COLOR AS THE SIGN.
8. LETTERING STYLE SHALL BE EITHER HELIOS EXTRA BOLD CONDENSED, HELIOS BOLD II, HELVETICA BLACK ROMAN, OR HELVETICA BOLD ROMAN.



CORPS OF ENGINEERS LOGO
HALF SIZE

FORMAT
(Ref. FAR 52.236-13 and EM 385-1-1 dated 3 Sep 96)
ACCIDENT PREVENTION PLAN

MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN

An accident prevention plan is, in essence, a safety and health policy and program document. The following areas are typically addressed in an accident prevention plan, but a plan shall be job specific and shall also address any unusual or unique aspects of the project or activity for which it is written. The accident prevention plan shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the accident prevention plan shall be included as appropriate.

1. SIGNATURE SHEET. Title, signature, and phone number of the following:

- a. Plan preparer (corporate safety staff person, QC);
- b. Plan approval, e.g., owner, company president, regional vice president (HTRW activities require approval of a Certified Industrial Hygienist (or qualified Industrial Hygiene personnel for in-house USACE activities; a Certified Safety Professional (or qualified USACE safety personnel for in-house work) may approve the plan for operations involving UST removal where contaminants are known to be petroleum, oils, or lubricants);
- c. Plan concurrence (provide concurrence of other applicable corporate and project personnel (contractor)), e.g., Corporate Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC. The plan will be developed by qualified personnel (plan preparer) and will be signed by a competent person (plan concurrence) and a representative of the prime contractor's project management team (plan approval).

2. BACKGROUND INFORMATION. List the following:

- a. Contractor;
- b. Contract number;
- c. Project name;
- d. Brief project description, description of work to be performed, and location (map);
- e. Contractor accident experience (provide information such as EMR, OSHA 200 Forms, corporate safety trend analyses);
- f. Listing of phases of work and hazardous activities requiring activity hazards analyses.

3. STATEMENT OF SAFETY AND HEALTH POLICY. (In addition to the corporate policy statement, a copy of the corporate safety program may provide a

significant portion of the information required by the accident prevention plan.)

4. RESPONSIBILITIES AND LINES OF AUTHORITIES.

a. Identification and accountability of personnel responsible for safety - at both corporate and project level (contracts specifically requiring safety or industrial hygiene personnel should include a copy of their resume - the District Safety and Occupational Health Office will review the qualifications for acceptance). For items in EM 385-1-1 which require the use of a competent person or a qualified person, the contractor is to maintain documentation demonstrating the competence or qualification of that individual.

b. Lines of authority

5. SUBCONTRACTORS AND SUPPLIERS. Provide the following:

- a. Identification of subcontractors and suppliers (if known);
- b. Means for controlling and coordinating subcontractors and suppliers;
- c. Safety responsibilities of subcontractors and suppliers.

6. TRAINING.

a. List subjects to be discussed with employees in safety indoctrination.

b. List mandatory training and certifications which are applicable to this project (e. g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any requirements for periodic retraining/recertification.

c. Identify requirements for emergency response training.

d. Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings.

e. Identify location at the project site where the records will be maintained.

7. SAFETY AND HEALTH INSPECTIONS. Provide details on:

a. Who will conduct safety inspections (e.g., project manager, safety professional, QC, supervisors, employees, etc.), when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc;

b. Any external inspections/certifications which may be required (e.g., Coast Guard).

8. SAFETY AND HEALTH EXPECTATIONS, INCENTIVE PROGRAMS, AND COMPLIANCE.

a. The company's written safety program goals, objectives, and accident experience goals for this contract should be provided.

b. A brief description of the company's safety incentive programs (if any) should be provided.

c. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified.

d. Provide written company procedures for holding managers and supervisors accountable for safety.

9. ACCIDENT REPORTING. The contractor shall identify who shall complete the following, how, and when:

- a. Exposure data (man-hours worked);
- b. Accident investigations, reports and logs;
- c. Immediate notification of major accidents.

10. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements.

11. PERSONAL PROTECTIVE EQUIPMENT. Outline procedures (who, when, how) for conducting hazard assessments and written certifications for use of personal protective equipment.

12. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL (as applicable).

- a. Hazard communication program (01.B.04);
- b. Emergency response plans:
 - procedures and tests (01.E.01)
 - spill plans (01.E.01, 06.A.02)
 - fire fighting plan (01.E.01, 19.A.04)
 - posting of emergency telephone numbers (01.E.04)
 - wildfire prevention plan (09.K.01)
 - man overboard/abandon ship (19.A.04)
- c. Layout plans (04.A.01);
- d. Respiratory protection plan (05.E.01);
- e. Health hazard control program (06.A.02);
- f. Lead abatement plan (06.B.05 & specifications);
- g. Asbestos abatement plan (06.B.05 & specifications);
- h. Abrasive blasting (06.H.01);
- i. Confined space (06.1);
- j. Hazardous energy control plan (12.A.07);
- k. Critical lift procedures (16.C.17);

- 1. Contingency plan for severe weather (19.A.03);
- m. Access and haul road plan (22.1.10);
- n. Demolition plan (engineering and asbestos surveys) (23.A.01);
- o. Emergency rescue (tunneling) (26.A.05);
- p. Underground construction fire prevention and protection plan (26.D.01);
- q. Compressed air plan (26.1.01);
- r. Formwork and shoring erection and removal plans (27.B.02);
- s. Lift slab plans (27.D.01);
- t. SHP and SSHP (for HTRW work an SSHP must be submitted and shall contain all information required by the accident prevention plan - two documents are not required (28.B.01);
- u. Blasting plan (29.A.01);
- v. Diving plan (30.A.13);
- w. Plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement Subpart 252.223-7004, Drug-Free Work Force).

13. The Contractor shall provide information on how they will meet the requirements of major sections of EM 385-1-1 in the accident prevention plan. Particular attention shall be paid to excavations, scaffolding, medical and first aid requirements, sanitation, personal protective equipment, fire prevention, machinery and mechanized equipment, electrical safety, public safety requirements, and chemical, physical agent, and biological occupational exposure prevention requirements. Detailed site-specific hazards and controls shall be provided in the activity hazard analysis for each phase of the operation. Site-specific hazards are those hazards which would be reasonably be anticipated to occur on the construction site of concern and will be identified through analysis of the activities to be performed. The controls are measures which will be implemented by the contractor to eliminate or reduce each hazard to an acceptable level.

F O R M A T

CONTRACTOR'S NAME
(Address)

CONSTRUCTION QUALITY CONTROL REPORT

Date: _____ Report No. _____

Contract No.: _____

Description and Location of Work: _____

WEATHER: (Clear)(P. Cloudy)(Cloudy); Temperature: ____Min, ____Max;
Rainfall ____Inches

Contractor/Subcontractors and Area of Responsibility

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____

1. Work Performed Today:

(Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in table above.)

2. Results of Control Activities:

(Indicate whether: P-Preparatory, I-Initial, or F-Followup and include satisfactory work completed or deficiencies with action to be taken.)

3. Test Required by Plans and/or Specifications Performed and Results of Tests:

4. Monitoring of Materials and Equipment:

5. Offsite Surveillance Activities:

6. Job Safety:

(Daily comment required.)

7. Remarks:

- a. (Cover any conflicts in plans, specifications or instructions.)
- b. (Action taken in review of submittal.)
- c. (Verbal instructions received.)

Inspector

CONTRACTOR'S VERIFICATION:

The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

Contractor's Approved
Authorized Representative

WEEKLY TEMPORARY ELECTRICAL INSPECTION

Week ending _____

Contract No. _____

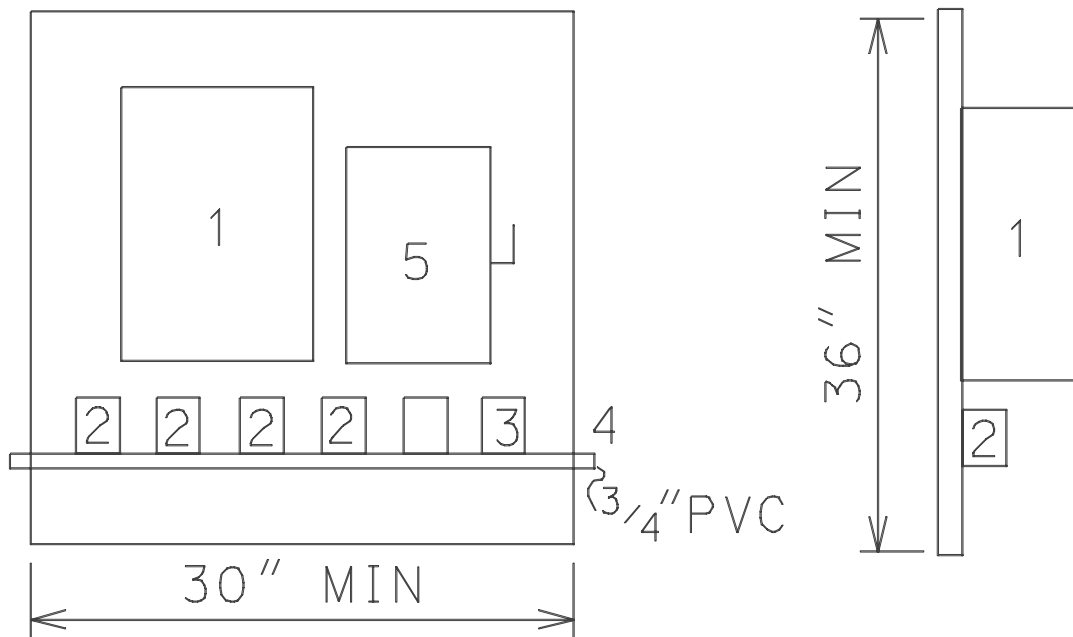
Contract Description _____

The following items were inspected in accordance with requirements in National Electrical Code and Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

1. Wire (size, type, condition).
2. Systems and devices (polarity, continuity of ground, resistance to ground).
3. Resistance of ground rods (25 OHMS) measured and recorded.
4. Check GFI for 15/20 amp 120 volt circuits.
5. Plugs and receptacles (type, NEMA rating).
6. Circuit breakers and disconnect (size, type, weatherproof).
7. Extension cords (type, UL listed, insulation condition, splices, location).
8. Open wiring on insulators, nonmetallic sheathed cable, outside clearance (600 volts or less), Festoon lighting (as applicable).

Signature Electrician/Electrical Engineer

MINIMUM STANDARD FOR TEMPORARY ELECTRICAL SERVICE



(DIMENSIONS ARE APPROXIMATE)

A. The backboard for temporary service shall consist of not less than 1/2 inch plywood of exterior grade.

B. Numbers above correspond to the item below:

Item 1 - NEMA 3R circuit breaker type panelboard. This panelboard shall consist of 1 two-pole 60 amp main circuit breaker, 4* one pole 20 AMP branch circuit breakers, and 1* two pole 20 AMP branch circuit breaker. Breakers shall meet Federal Specifications Standards for Class 1A breakers and shall be plug-in type. (*Number of breakers to be adjusted to suit the job requirements.)

Item 2 - Duplex grounding type convenience outlets in standard utility type outlet boxes with covers, meeting the NEC and NEMA requirements for wet locations. Connections to the branch circuit breakers shall be grounded by two conductors #12 NMC cable.

Item 3 - (Optional) A single three-conductor grounding type outlet rated for 250 volt service meeting the NEC and NEMA requirements for wet locations. Connections from this outlet to the two pole breaker shall be by two conductor grounded type NMC cable.

Item 4 - 3/4 inch PVC. This shall be used to support extension cords.

Item 5 - NEMA 3R service disconnect safety switch - 60 amp minimum.

C. The panelboard shall be grounded by #6 copper wire connected to a 3/4 inch by 10-foot long ground rod.

D. Service to the panel shall consist of three copper conductor #6 minimum service entrance cable. This cable may enter the top or side of the panelboard.

E. Periodic inspections of systems and devices will be made by the Contractor at intervals not to exceed 1 week, and a report will be submitted indicating the results.

F. All receptacle outlets that provide temporary electrical power during construction, remodeling, maintenance, repair, or demolition shall have ground-fault circuit-interrupter (GFCI) protection for personnel. GFCI protection shall be provided on all circuits serving portable electric hand tools or semi-portable electric power tools (such as block/brick saws, table saws, air compressors, welding machines, and drill presses). See EM 385-1-1 for exceptions.

G. Per EM 385-1-1 all temporary power distribution systems shall be submitted to the field office before installation.

ACTIVITY HAZARD ANALYSIS

1. Phase of Construction		
2. Location	3. Contract No.	4. Project
5. Prime Contractor	6. Date of Preparatory	7. Estimated Start Date
Potential Safety Hazard	Procedure to Control Hazard	
<div></div>		
8. Contractor's Representative (signature)	9.	

SAFETY CHECKLIST FOR CRAWLER, TRUCK & WHEEL MOUNTED CRANES

Contract # and title:			
Equipment name & number: owned or leased?			
Contractor:	Subcontractor:		
Contract Inspector:	Date inspected:		
	Yes	No	N/A
1. Unless the manufacture has specified an on-rubber rating, outriggers will be fully extended and down? (16.D.10)			
2. Are lattice boom cranes equipped with a boom angle indicator, load indicating device, or a load moment indicator? (16.D.01)			
3. Are lattice boom and hydraulic cranes equipped with a means for the operator to visually determine levelness? (16.D.02)			
4. Are lattice boom and hydraulic cranes, except articulating booms cranes, equipped with drum rotation indicators located for use for the operator? (16.D.03)			
5. Are lattice boom and hydraulic mobile cranes equipped with a boom angle or radius indicator within the operator's view? (16.D.04)			
6. Are lattice boom cranes, with exception of duty cycle cranes, equipped with an anti-two blocking device? (16.D.05)			
7. When duty cycle machines are required to make a non-duty lift, is the crane equipped with an international orange warning device and is a signal person present? (16.D 05)			
8. Are the following with the crane at all times: (16.C.02) <ul style="list-style-type: none"> a. the manufacturer's operating manual? b. the load rating chart? c. the crane's log book documenting use, maintenance, inspections and tests? d. operating manual for crane operator aids used on the crane. 			

	Yes	No	N/A
9. Are the following on the project site: a. completed periodic inspection report prior to initial work? (16.C.12) b. pre-operational checklist used for daily inspection? (16.C.12) c. written reports of the operational performance test? (16.C.13) d. written reports of the load performance test? (16.C.13)			
10. Are all operators physically qualified to perform work? (16.C.05)			
11. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)			
12. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.06)			
13. Is a hazard analysis for set-up and set-down available? (16.C.08)			
14. Are accessible areas within the swing radius of the rear of the crane barricaded? (16.C.09)			
15. Are there at least 3 wraps of cable on the drum? (16.C.10)			
16. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
17. Are critical lift plans available? (16.C.18)			
18. Are minimum clearance distance for high voltage lines posted at the operator's position? (11.E.04)			
19. Do older lattice boom cranes with anti-two block warning devices in lieu of anti-two block prevention devices have a written exemption? (16.D.05)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08.A.04)			
21. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			

	Yes	No	N/A
22. Is all equipment to be operated on public roads provided with: (16A.07) a. headlights? b. brake lights? c. taillights? d. back-up lights? e. front and rear turn signals?			
23. Are seat and seat belts provided for the operator and each rider on equipment? (16.A.07 and 16.B.08)			
24. Is all equipment with windshields equipped with powered wipers and defogging or defrosting devices? (16.A.07)			
25. Is the glass in the windshield or other windows clear and unbroken to provide adequate protection and visibility for the operator? (16.A.07, 16.B.10)			
26. Is all equipment equipped with adequate service brake system and emergency brake system? (16.A.18)			
27. Are areas on equipment where employees walk or climb equipped with platforms, footwalks, steps, handholds, guardrails, toeboards and non-slip surfaces? (16.B.03)			
28. Is all self propelled equipment equipped with automatic, audible, reverse signal alarms? (16.B.01)			
29. Is there a record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.18)			
30. Are truck and crawler cranes attached to a barge or pontoon by a slack tiedown system? (16.F.06)			
31. Have the following conditions been met for land cranes mounted on barges or pontoons: (16.F.04) a. Have load ratings been modified to reflect the increased loading from list, trim, wave, and wind action? b. Are all deck surfaces above the water? c. Is the entire bottom area of the barge or pontoon submerged? d. Are tie downs available? e. Are cranes blocked and secured?			
32. Are all belts, gears, shafts, spindles, drums, flywheels, or other rotating parts of equipment guarded where is a potential for exposure to workers? (16.B.03)			

	Yes	No	N/A
33. Is the area where the crane is to work level, firm and secured? (16.A.10)			
34. Is a dry chemical or carbon dioxide fire extinguisher rated at least 5-B:C on the crane? (16.A.26)			
35. Are trucks, for truck mounted cranes, equipped with a working reverse signal alarm? (16.B.01)			
36. Is a signal person provided where there is danger from swinging loads, buckets, booms, etc.? (16.B.13)			
37. Is there adequate clearance from overhead structures and electrical sources for the crane to be operated safely? (16.C.09)			
38. Is there adequate lighting for night operations? (16.C.19)			
39. Has the the boom stop test on cable-supported booms been performed? (16.D.06)			
40. Is the boom disenaging device functioning as required? (16.D.06)			
41. Has all rigging and wire rope been inspected? (Section 15)			
Remarks:(Enter actions taken for all "no" answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PORTAL, TOWER, AND PILLAR CRANES			
Contract # and Title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contract Inspector:		Date Inspected:	
	Yes	No	N/A
1. Are the following available: (16.E.02) a. written erection instructions? b. listing of the weight of each component? c. an activity hazard analysis for the erection? d. does the activity hazard analysis contain (1.) location of crane and adjacent structures? (2.) foundation design and construction requirements? (3.) clearance and bracing requirements?			
2. Is there a boom angle indicator within the operator's view? (16.E.04)			
3. Are luffing jib cranes equipped with: (16.E.05) a. shock absorbing jib stops? b. jib hoist limit switch? c. jib angle indicator visible to operator?			
4. If used, do rail clamps have slack between the point of attachment to the rail and the end fastened to the crane? (16E.06)			
5. Are the following with the crane at all times: (16.C.02) a. the manufacturer's operating manual? b. the load rating chart? c. the crane's log book documenting use, maintenance, inspections and tests? d. the operating manual for crane operational aids used on the crane?			

	Yes	No	N/A
6. Are the following on the project site: a. completed periodic inspection report prior to initial work? (16.C.12) b. pre-operational checklist used for daily inspections? (16.C.12) c. written reports of the operational performance tests? (16.C.13) d. written reports of the load performance tests? (16.C.13)			
7. Is every crane operator certified by a physician to be physically qualified to perform work? (16.C.05)			
8. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)			
9. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.05)			
10. Is a hazard analysis for set-up and set-down available? (16.C.08)			
11. Are there at least 3 wraps of cable on the drum? (16.C.10)			
12. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
13. Is there a record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.07)			
5. Remarks: (Enter actions taken)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR RIGGING			
Contract # and title:			
Equipment name & number: owned or leased?			
Contractor		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Has all defective rigging been removed? (15.A.01)			
2. Is rigging stored properly? (15.A.01)			
3. Are running lines within 6.5' of the ground or working level guarded? (15.A.03)			
4. Are all eye splices made in an approved manner with rope thimbles? (sling eyes excepted) (15.A.04)			
5. Are positive latching devices used to secure loads? (15.A.05)			
6. Are all custom lifting accessories marked to indicate their safe working loads? (15A.07)			
7. Are all custom designed lifting accessories proof-tested to 125% of their rated load? (15.A.07)			
8. Are the following conditions met for wire rope: (15.B.01-09) a. Are they free of rust or broken wires? b. Are defective ropes cut up or marked as unusable? c. Do rope clips attached with U-bolts have the U-bolts on the dead end or short end of the rope? d. Are protruding ends of strands in splices on slings and bridles covered or blunted? e. Except for eye splices in the end of wires and for all endless wire rope slings, are all wire ropes used in hoisting, lowering, or pulling loads one continuous piece, free of knots or splices?			

<p>f. Do all eye splices have at least 5 full tucks?</p> <p>g. If used, are wedge sockets fastening attached without attached the dead end of the wire rope to the live rope?</p> <p>h. Are they free of eyes or splices formed by wire rope clips or knots?</p>	Yes	No	N/A
<p>9. Are the following conditions met for chain? (15.C.01-04)</p> <p>a. Are all chains alloyed?</p> <p>b. Do all coupling links or other attachments have rated capacities at least equal to that of the chain.</p> <p>c. Are makeshift fasteners restricted from use?</p>			
<p>10. Are the following conditions met for fiber rope: (15.D.01-07)</p> <p>a. Are all ropes protected from freezing, excessive heat or corrosive materials?</p> <p>b. Are all ropes protected from abrasion?</p> <p>c. Are splices made IAW manufacture's recommendations?</p> <p>d. Do all eye splices in manila rope contain at least 3 full tucks and do all short splices contain at least 6 full tucks (3 on each side of the centerline of the splice)?</p> <p>e. Do all splices in layed synthetic fiber rope contain at least 4 full tucks and do short splices contain at least 8 full tucks (4 on each side of the centerline of the splice)?</p> <p>f. Do the tails of fiber rope splices extend at least 6 rope diameters (for rope 1" diameter or greater) past the last full tuck?</p> <p>g. Are all eye splices large enough to provide an included angle of not greater than 60° at the splice when the eye is placed over the load or support?</p>			
<p>11. Are the following conditions met for all slings: (15.E.01-06)</p> <p>a. Is protection provided between the sling and sharp surfaces?</p> <p>b. Do all rope slings have minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice?</p> <p>c. Do all braided slings have a minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice?</p>			

<p>d. Do all welded alloy steel chain slings have affixed permanent identification stating size, grade, rated capacity and manufacturer?</p> <p>e. Is each synthetic web sling marked or coded to identify its manufacturer, rated capacities for each type hitch and the type material?</p>	Yes	No	N/A
12. Are drums, sheaves, and pulley smooth and free of surface defects? (15.F.01)			
13. Is the ratio of the diameter of the rigging and the drum, block sheave or pulley thread diameter such that the rigging will adjust without excessive wear, deformation, or damage? (15F.02)			
14. Have all damaged drums, sheaves and pulleys been removed from service? (15.F.04)			
15. Are all connections, fittings, fastenings, and attachments of good quality, proper size and strength, and installed IAW manufacturer's recommendations? (15.F.05)			
16. Are all shackles and hooks sized properly? (15.F.06 & .07)			
17. Are hoisting hooks rated at 10 tons or greater provided with safe handling means? (15.F.07)			
18. Do all drums have sufficient rope capacity? (15.F.08)			
19. Is the drum end of the rope anchored by a clamp securely attached to the drum in a manner approved by the manufacturer? (15.F.08)			
20. Do grooved drums have the correct groove pitch for the diameter of the rope and is the groove depth correct? (15.F.08)			
21. Do the flanges on grooved drums project beyond the last layer of rope at a distance of either 2" or twice the diameter of the rope, whichever is greater? (15.F.08)			
22. Do the flanges on ungrooved drums project beyond the last layer of rope a distance of either 2.5" or twice the diameter of the rope, which ever is greater.			

23. Are the sheaves compatible with the size of rope used and as specified by the manufacture? (15F.09)	Yes	No	N/A
24. Are sheaves properly aligned, lubricated, and in good condition? (15.F.09)			
25. When rope is subject to riding or jumping off a sheave, are sheaves equipped with cablekeepers? 915.F.09)			
26. Are eye bolts loaded in the plane of the eye and at angles less than 45* to the horizontal? (15.F.10)			
27. Remarks: (Enter actions taken for "no" answers.)			
Contractor inspector signature			
Contractor QC/safety/project manager signature			

SAFETY CHECKLIST FOR MOTOR VEHICLES , TRAILERS AND TRUCKS

Contract # and title:
owned or leased?

Equipment name & number:

Contractor:

Subcontractor:

Contractor inspector:

Date inspected:

	Yes	No	N/A
1. Are records of safety inspections of all vehicles available? (18.A.02)			
2. Are all vehicles to be operated between sunset and sunrise equipped with: (18.A.04) a. 2 headlights? b. taillights and brake lights? c. front and back turn signals? d. 3 emergency flares, reflective markers, or equivalent portable warning devices?			
3. Are vehicles, except trailers or semi-trailers having a gross weight of 5000 lbs or less, equipped with service brakes and manually operated parking brakes? (18.A.05)			
4. Are service brakes on trailers and semitrailers controlled from the driver's seat of the prime mover? (18A.06)			
5. Does the vehicle have: (18.A.06) a. a speedometer? b. a fuel gage? c. an audible warning device (horn)? d. a windshield & adequate windshield wiper? e. an operable defroster and defogging device? f. an adequate rearview mirror? g. a cab, cab shield, and other protection to protect the driver from the elements and falling or shifting materials? h. non-slip surfaces on steps? I. a power-operated starting device?			

	Yes	No	N/A
6. Is all the glass safety glass and is all broken or cracked glass replace? (18.A.07)			
7. Do trailers meet the following: (18A.08) a. Are all towing devices adequate for the weight drawn? b. Are all towing devices properly mounted? c. Are locking devices or a double safety system provided on every 5th wheel mechanism and tow bar arrangement to prevent accidental separation? d. Are trailers coupled with safety chains or cables to the towing vehicle? e. Are trailers equipped with the power brakes equipped with a break-away device which will lock-up the brakes in the event the trailer separates from the towing vehicle?			
8. Are all dump trucks:(18.A.10) a. equipped with a holding device to prevent accidental lowering of the body? b. equipped with a hoist lever secured to prevent accidental starting or tipping? c. equipped with means to determine (from the operator's position) if the dump box is lowered? d. equipped with trip handles for tailgates that allow the operator to be clear?			
9. Are all buses, trucks and combination of vehicles with a carrying capacity of 1.5 tons or more, to be operated on public roads equipped with: (18.A.11) a. 3 reflective markers? b. 2 wheel chocks for each vehicle? c. at least one 2A:10B:C fire extinguisher? d. at least two properly rated fire extinguishers (for vehicles carrying flammable cargo)? e. a red flag not less than 1 foot square.			
10. Is vehicle exhaust controlled so as not to present a hazard to personnel? (18.A.13)			
11. Are all rubber tired motor vehicles equipped with fenders or with mud flaps if the vehicle is not designed for fenders? (18.A.14)			

	Yes	No	N/A
12. Are all vehicles, except buses, equipped with seat belts? (18.B.02)			
13. Does all self-propelled construction and industrial equipment have a working reverse signal alarm? (16.B.01)			
14. Are all hot surfaces of equipment, including exhaust pipes or other lines, guarded or insulated to prevent injury or fire? (16.B.03)			
15. If an off the road vehicle, is it equipped with rollover protective structures? (16.B.12)			
16. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CRAWLER TRACTORS AND DOZERS

Contract # and title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01& .02)			
2. Are only qualified operators assigned to operate mechanized equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Is the unit shut down before refueling? (16.A.14)			
5. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)			
6. Is there an effective, working reverse alarm? (16.B.01)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03 ,07, and 13)			
8. Is protections against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflows from running onto engine exhaust or electrical equipment?			

10. Are exhaust discharges directed so they do not endanger person or obstruct operator vision?(16.B.05)	Yes	No	N/A
11. Are seat belts provided? (16B.08)			
12. Is protection (grills, canopies, screens) provided to shield operator from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SCRAPERS, MOTOR GRADERS , AND OTHER MOBILE EQUIPMENT

Contract # and title:

Equipment name and number:
owned or leased?

Contractor:

Subcontractor:

Contractor inspector:

Date inspected:

	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01 & .02)			
2. Are only qualified operators assigned to operate equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)			
5. Is there an effective working reverse alarm? (16.B.01)			
6. Is the unit shut down for refueling? (16.A.14)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03, .07 and .13)			
8. Is protection against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflow from running onto engine exhaust or electrical equipment? (16.B.04)			
10. Are exhaust discharges directed so they do not endanger persons or obstruct operator vision? (16.B.05)			

	Yes	No	N/A
11. Are seat belts provided for each person required to ride on the equipment? (16.B.08)			
12. Is protection (grills, canopies, screens) provided to shield operators from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Is a safe means of access to the cab provided (steps, grab bars, non-slip surfaces)? (16.B.03)_			
15. Are adequate head and tail lights provided? (16.A.07)			
16. Have brakes been tested and found satisfactory? (16.A.07)			
17. Does the unit have an emergency brake which will automatically stop the equipment upon brake failure? Is this system manually operable from the drivers position? (16.A.07)			
18. Is all equipment with windshields equipped with powered wipers and defogging or defrosting system? (16.A.07)			
19. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08A.04)			

21. Have air tanks been tested and certified? (20.A.01)	Yes	No	N/A
22. Is an air pressure gage in working condition installed on the unit? (20.A.12)			
23. Does the air tank have an accessible drain valve? (20.B.17)			
24. Remarks: (Enter action taken for all "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAFETY CHECKLIST FOR MATERIAL HOISTS			
Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contract Inspector:		Date inspected:	
	Yes	No	N/A
1. Are all hoist towers, masts, guys or braces, counterweights, drive machinery supports, sheave supports, platforms, supporting structures, and accessories designed by a licensed engineer? (16.K.02)			
2. Is a copy of the hoist operating manual available? (16.K.04)			
3. Do all floors and platforms have slip-resistant surfaces? (16.K.08)			
4. Are landings and runways adequately barricaded and is overhead protection provided where needed? (16.K.08)			
5. Are hoisting ropes installed IAW manufacturer's instructions? (16.K.10)			
6. Are operating rules posted at the hoist operator's station? (16.K.14)			
7. Are air powered hoists connected to an air supply of sufficient capacity and pressure to safely operate the hoist? (16.K.15)			
8. Are pneumatic hoses secured by some positive means to prevent accidental disconnection? (16.K.15)			
9. Remarks: (Enter actions taken for all "no" answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR EARTH DRILLING EQUIPMENT

Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Is a copy of the manual for all drilling equipment available? (16.M.01)			
2. Have all overhead electrical hazards and potential ground hazards been identified in a site layout plan and addressed in an activity hazard analysis? (16.M.02)			
3. Are MSDSs for all drilling fluids available? (16.M.05)			
4. Does the drilling equipment have 2 easily accessible emergency shut down devices (one for the operator and one for the helper)? (16.M.06)			
5. Is the equipment posted with a warning of electrical hazards? (16.M.06)			
6. Is there a spotter or an electrical proximity warning device available to ensure safe distances from power lines are maintained? (16.M.06)			
7. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A --	Approved as submitted.	E --	Disapproved (See attached).
B --	Approved, except as noted on drawings.	F --	Receipt acknowledged.
C --	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX --	Receipt acknowledged, does not comply as noted with contract requirements.
D --	Will be returned by separate correspondence.	G --	Other (<i>Specify</i>)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY														Form Approved OMB No. 0704-0188				
PAGE OF PAGES																		
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.																		
1. FROM (Installation/Activity/Service and Zip code)			2. OPERATING UNIT		3. DISTRICT CODE		4. OPERATING AGENCY		5. DATE		6. JOB NUMBER		7. SERIAL NUMBER		8. CONTRACT NUMBER			
9. TO (Installation/Activity/Service and Zip code)			10. OPERATING UNIT		11. DISTRICT CODE		12. OPERATING AGENCY		13. ACCOUNTING NUMBER		14. ACCOUNTABLE OFFICE NUMBER		15. TYPE OF TRANSACTION			16. PROJECT NUMBER		
													A. <input type="checkbox"/> NEW CONSTR. <input type="checkbox"/> EXISTING FAC. <input type="checkbox"/> CAPITAL IMP. <input type="checkbox"/> OTHER (Specify)			B. <input type="checkbox"/> BENF/O <input type="checkbox"/> PHYSICAL COM. <input type="checkbox"/> FINAN. COM. <input type="checkbox"/> OTHER (Specify)		
ITEM NO. 17	CATEGORY CODE 18	FACILITY (Category description) 19	NO. OF UNITS 20	TYPE 21	UNIT OF MEAS. 22	TOTAL QUANTITY 23		COST 24		DRAWING NUMBERS 25		REMARKS 26						
27.								28. ACCEPTED BY (Signature)						DATE				
TRANSFERRED BY (Signature)				DATE				TITLE (Post Engr./Base Civ. Engr./Navy Rep.)						29. PROPERTY VOUCHER NUMBER				
TITLE (Area Engr./Base Engr./DPWO)																		

30.

CONSTRUCTION DEFICIENCIES

31. REMARKS

INSTRUCTIONS

This form has been designed and issued for use in connection with the transfer of military real property between the military departments and to or from other government agencies. It supersedes ENG Forms 290 and 290B (formerly used by the Army and Air Force) and NAVDOCKS Form 2317 (formerly used by the Navy).

Existing instructions issued by the military departments relative to the preparation of the three superseded forms are applicable to this form to the

extent that the various items and columns on the superseded forms have been retained. Additional instructions, as appropriate, will be promulgated by the military departments in connection with any new items appearing hereon.

With the issuance of this DD form, it is not intended that the departments shall revise and reprint manuals and directives simply to show the number of this DD form. Such action can be accomplished through the normal course of revision for other reasons.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
OM
0348-0046

[illegible]

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by
OM
0348-0046

Reporting Entity: _____ Page _____ of _____

REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
COMMODOES		
LAVATORIES		
URINALS		
EXHAUST FAN (9")		
EXHAUST FAN (OTHER)		
WATER COOLER		
HOTWATER HEATER		
MOP SINK		
AC PLANT	LS 5 TN. 5-25 TN. 25-100 TN. OVER 100 TN.	
AS (WINDOW TYPE)		
FIRE ALARM SYSTEM	MANUAL HALON SPRINKLER	
EMERGENCY LIGHTS		
UNIT HEATER		
STRIP HEATER		
COOLING TOWER		
WALK-IN COOLER		
AIR CURTAIN		
EYE WASH		
SHOWERS		
BOILER	GAS FIRED OIL FIRED STEAM	
FUEL TANK	UNDERGROUND OUTSIDE	

REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
WASH BASIN		
AIR COMPRESSOR		
HOISTS		
INVENTORY BY:		DATA:
RECONCILED BY:		DATA:

REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
INVENTORIED BY:		DATE:
RECONCILED BY:		DATE:

BASE ENTRY/VISITOR CENTER, ROBINS AFB, GA

PREPARED NETWORK ANALYSIS SYSTEM (NAS)-PROJECT SCHEDULE
(SAS May 01)

A. REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publication is referenced in the text by basic designation only.

ER 1-1-11 Progress, Schedules, and Network Analysis Systems (June 1995)

B. CONTRACTOR SCHEDULING REPRESENTATIVE

The Contractor shall designate a scheduling representative, (the individual tasked with the responsibility for preparation-updating-revision of the NAS schedule) who shall be responsible for the preparation and submittal of the entire NAS project schedule including all items specified below and revisions to the schedule or supplemental completion schedules, as applicable or directed by the Contracting Officer. The scheduling representative shall be approved by the Contracting Officer based on a resume indicating as a minimum, formal training from software vendor or 5 years experience in working with NAS schedules.

C. GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, FAR 52.236-15 the Contractor shall prepare the NAS Project Schedule as described below. The scheduling of construction shall be the responsibility of the Contractor. Contractor management and superintendent personnel shall actively participate in its development. Subcontractors and suppliers working on the project should actively participate in developing and maintaining an accurate NAS Project Schedule and the prime Contractor shall verify their support for the submitted schedule in writing. The Contractor shall include this written verification with the initial submittal and all revisions (to logic and durations) of the NAS schedule.

The approved NAS Project Schedule shall be used by the Contractor to plan and control the progress of the work, perform evaluations of actual progress, perform time analysis for requests of time extensions on changes, and to provide the basis for the request of all progress payments.

The Government will use the NAS Project Schedule to evaluate the Contractor's progress for timely completion, plan for Quality Assurance verification of the work and evaluate the effects of a proposed modification on the contract duration (critical path activities).

D. BASIS FOR PAYMENT

The approved schedule shall be the basis for progress payments. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor's progress, may delay progress payments and may result in an interim unsatisfactory performance rating for the area of effectiveness of management.

The Contractor shall provide all information/data, as specified below, for the Contracting Officer to evaluate Contractor progress for payment purposes. The Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, for failure to provide information and data required in this specification.

E. PROJECT SCHEDULE

E.1 Project Schedule Software

The Contractor shall prepare the NAS schedule using a computer software system. The system utilized by the Contractor shall be capable of satisfying all requirements of this specification and ER 1-1-11. Manual methods used to produce any required information shall require prior approval by the Contracting Officer. The Contracting Officer intends to use PRIMAVERA P3.

(Should the Contractor utilize software that is different than that utilized by the Contracting Officer, based on the software utilized by the Contractor for the preparation of the NAS schedule, the Contractor shall provide a copy of the software and a license to the Administrative Contracting Officer at the Government field office until final payment. The software and license shall be returned to the Contractor. The Contractor shall submit a copy of the user's manual outlining the selected CPM computer program's mathematical analysis capabilities, details, functions and operation.)

The Contractor shall provide to the Government a complete input listing for the initial schedule. The selected software must be able to function so as to provide all information and functions required by this specification in an accessible manner acceptable to the Contracting Officer. The Government's acceptance of the software does not waive any requirements under this specification and shall not require the Government to go to any significant effort to retrieve the required information.

The NAS schedule shall be prepared in the Standard Data Exchange Format as required in ER 1-1-11 and approved by the Contracting Officer.

E.2 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project schedule in the Precedence Diagram Method (PDM).

E.2.1 Level of Detail Required

The Contractor shall develop or update the Project Schedule and provide data to the Contracting officer at the appropriate level of detail necessary to properly evaluate progress as approved by the Contracting Officer.

E.2.2 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' original durations should be greater than 20 work days).

E.2.3 Key Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90

days. Examples of key procurement activities include, but are not limited to: shop drawing submittals/ approvals or review/and fabrication/delivery.

E.2.4 Government Activities

Government and other agency activities that could impact progress shall be included in the schedule. These activities include, but are not limited to: Government approvals, inspections, utility tie-in, Government-Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements. Government approval of shop drawings activities should be shown with the duration at least the minimum allowed by the contract. The Contractor's failure to provide reasonable durations in its schedule for Government activities does not establish or change the Government's review or approval periods and the durations established for Government's activities are subject to approval by the Contracting Officer.

E.2.5 Contracts With Multiple Buildings/Facilities

The Contractor shall prepare a separate detailed NAS schedule for each building/facility indicating its critical path for specified interim completion dates or critical milestone date.

The master NAS schedule shall indicate the interface/lag/link between buildings/facilities to maximize/level the labor and other resources. The master schedule critical path must be indicated through the various buildings/facilities and total duration equal to the contract duration.

E.3 Project NAS Schedule Submissions

The Contractor shall provide the submissions as described below. The data for each submission is as follows:

E.3.1 Preliminary NAS Project Schedule Submission

The Preliminary NAS Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval at the PRECONSTRUCTION CONFERENCE. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after NTP. The preliminary schedule shall be detailed for the first 60 days and depict the remainder of the project in summary format. The preliminary schedule shall be submitted on data disk or CD (2 copies).

E.3.2 Initial NAS Project Schedule Submission

The Initial NAS Project Schedule shall be submitted for approval within 50 calendar days after NTP is acknowledged. The schedule shall include detailed activities for the entire project with a reasonable sequence of activities, and shall be at a reasonable level of detail as approved by the Contracting Officer. The initial schedule shall be submitted on data disk or CD (2 copies).

Two hard copies of all diagrams/summary diagrams, reports/sorts, cash flow curves and narrative report as specified in paragraph E.5.

E.3.3 Monthly Updates (entire NAS project schedule)

The Contractor shall submit monthly schedule updates to the Contracting Officer for approval. Monthly updates shall continue until the contract is accepted by the Contracting Officer. See paragraph F-2 for further requirements for monthly updates. These submissions shall enable the

Contracting Officer to assess Contractor's monthly progress. The monthly updates shall be submitted on data disk or CD (2 copies).

Two hard copies of updates of all diagrams including summary diagram, reports/sorts, cash flow curves and narrative report as specified in paragraph E.5.

The Contractor's invoice may be deemed as an improper invoice, if it fails to provide monthly updates acceptable to Contracting Officer, this may delay progress payment and may result in an interim unsatisfactory performance rating. The Contractor shall include its requests to revise/adjust the NAS schedule for approval, prior to implementing the revisions into the official schedule.

E.3.4 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

E.3.5 Submission Requirements

E.3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

E.3.5.2 File Medium

Required data shall be submitted on CD including the baseline and all updates (cumulative). Monthly data disks must be 3.5 disks, formatted to hold 1.44 MB of data, under the MS-DOS Version 5 or 6.x, unless otherwise approved by the Contracting Officer.

E.3.5.3 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk

E.3.5.4 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval. Provide the naming convention (limited to 4 characters: i.e. Filename (contract 99-47) = 47BL for Baseline and 4701 for 1st monthly.

E.4 Network Logic Diagram

E.4.1 Two hard copies of the network diagram shall be required on the preliminary schedule, initial schedule submission, and updated on each monthly schedule submissions. Monthly updates must indicate actual progress as of the data date. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished.

E.4.2 Network diagrams shall show the order and interdependence of project activities and the sequence in which the work is to be accomplished, as planned by the Contractor. The network diagramming procedure which will be used will show how the start of a given activity is dependent on the completion of preceding activities, and how its completion restricts the start of following activities.

E.4.3 Activity Duration

The activity duration shall be indicated in "work" days, and revise the assigned calendar. The Contractor may request to change the work days from 5 days/week to 6 or 7 days/week should this action become necessary to regain the schedule due to problems unrelated to the Government actions.

E.4.3.1 Contractor submissions shall include reasonable activity durations as determined by the Contractor and subcontractors. The durations are to be determined by the Contractor using the planned crew size/composition.

E.4.4 The logic diagrams may be manually or machine drafted. The quality and readability of the diagrams shall be acceptable to the Contracting Officer.

E.4.5 Omitted

E.4.6 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, Contractor work force, or government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code. The Government must accept responsibility for activities in writing by the Contracting Officer.

E.4.7 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

E.4.8 Modification

Any activity that is added by a contract modification subnet shall be identified by the modification number. Activities shall not belong to more than one modification.

E.4.9 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

E.4.10 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

E.4.11 Category of Work

All Activities shall be identified in the project schedule according to the category of work, which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, startup, and testing. The category of work for each activity shall be identified by the Category of Work Code.

E.4.12 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

E.4.13 Scheduled Project Completion

The schedule duration shall extend from NTP to the official contract completion date as awarded.

E.4.14 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have a "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

E.4.15 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have a "LF" constraint date equal to the completion date for the project, and a zero day duration.

E.4.16 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

The Contractor shall include an activity named "contingency" with no cost and a duration equal to the number of calendar days from the date all the contract work is planned to be completed, to the official contract completion date as awarded.

E.4.17 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

E.4.18 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase _____" where _____ refers to the phase of work. The "Start Phase _____" activity shall have a "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

E.4.19 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase _____" where _____ refers to the phase of work. The "End Phase _____" activity shall have a "LF" constraint date equal to the completion date for the project, and a zero day duration.

E.4.20 Inspection/Acceptance phase

The Contractor shall include the following work activities with duration and cost:

CQC (all) mechanical systems test(indicate the specific system)

CQC (all) electrical system tests (indicate the specific system)

Government QA (all) mechanical system acceptance/operational test(indicate specific system)

Government QA (all) electrical system acceptance /operational test (indicate specific system)

CQC completion inspection of the entire project

Contractor works off CQC punchlist

Prefinal inspection performed when the facility is completed such that it can be used for its intended function (as determined by the Contracting Officer)

Contractor works off prefinal punchlist

Final/acceptance inspection of the entire project

Contractor works off final punchlist

Contractor shall allow 60 calendar days total duration prior to current contract completion date for the above stated activities. (See specification section 01451 Contractor Quality Control).

E.4.21 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. The Contractor must document the Actual Start and Finish dates on the Daily Contractor Quality Control report by activity. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

E.4.22 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

E.4.23 Negative Lags

Lag duration contained in the project schedule shall not have a negative value.

E.4.24 Project Monthly and Specific Milestone Dates

Milestone dates shall be shown on the diagram for start of project, each monthly milestone for the critical path activity in progress as of the data date, specific milestones such as: foundation complete, structure complete, roof complete, facility dried in, interim completion dates, and other specific contract milestones as required by the Contracting Officer.

E.4.25 Critical Path

The critical path shall be clearly shown on all diagrams (as approved).

E.4.26 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

E.4.27 S-Curves---cash flow curves

Earnings (cash flow) curves (as required for submissions) shall show scheduled ES/EF and LS/LF curves and actual progress plotted as of the data date. The cash flow curves are affected by the assigned cost and duration of the activities.

E.5 SCHEDULE REPORTS/SORTS (As Required By Contracting Officer For Submissions)

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

E.5.1 Activity Report/sort

A list of all activities sorted according to activity number.

E.5.2 Logic Report/sort

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

E.5.3 Total Float Report/sort

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

E.5.4 Earnings Report/sort

A calculation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

E.5.5 Milestone Report/Sort

The established monthly and special milestones shall be included in this report. The milestones must be established for each significant project features such as: Clearing-grading-demolition, foundation, slab-on-grade, structure-frame, exterior walls-windows, roof-building dry-in, interior walls-mech/elect R/I, above ceiling mech/elect R/I, ceiling, interior wall finish--doors, painting-coverings, floor finish, installation of mech/elect and other equipment-fixtures-casework, plumbing, HVAC system, finish interior mech/elect, testing-commissioning mech/elect systems, onsite utilities, paving-landscaping, prefinal-final inspections-final cleanup and/or other features (as applicable for the project).

E.5.6 Late Start Sort

E.5.7 Bid Item Sort

E.6 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each monthly update of the project schedule. This report shall include: a description of activities along the most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

If the Contractor believes that any Government action or inaction has, or potentially, will impact its progress, it will include the specific notice of the fact in this report. This information should include the activity number of the impacted work, nature and duration of the impact.

The narrative report shall address all modifications and weather activities that were input for the progress and their impact on the contract completion and total float.

E.6.1 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes. The Contractor shall not change the NAS schedule without specific written approval from the Contracting Officer. Unauthorized changes are not acceptable.

F. MONTHLY PROGRESS MEETINGS

There will be two progress meetings.

F.1 First - A progress update meeting will be held at the onsite between USACE and the authorized Contractor representatives, on the agreed cut-off date established at the preconstruction conference. During this meeting the Contractor shall indicate its requested percentage completed on each activity on which there was a revised percentage of completion. The Contracting Officer must approve actual progress percentages for each activity. The updated progress data will be evaluated at the second progress meeting.

F.2 Second - A progress evaluation meeting shall be held with the Contractor, after the updating of the current progress period work activities percentage is complete including modifications and adverse weather activities, to evaluate progress and the NAS schedule.

The monthly updated NAS schedule is submitted to the Contracting Officer, for approval, with the Contractor's request for progress payment. The evaluation will include a review of actual durations compared to scheduled durations for critical and non-critical activities, progress on critical activities and near critical activities, trends, and current/potential problem areas, cash flow progress, and projected workflow of activities.

The Contractor's narrative report shall be available for review at least three days prior to the second progress meeting.

The Contracting Officer shall approve all proposed revisions and adjustments to the NAS schedule. Update information must include the Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date. The Contractor must address all the activities on an activity by activity basis during the second progress meeting.

The monthly NAS schedule update must include an adverse weather activity for work activities impacted greater than 50% of the work shift or were impacted by previous adverse weather (carry-over). The adverse weather activities must be added and applied to the NAS schedule, (all work activities within 10 days float or less when compared to the current critical path and current critical activities)--AFTER all of the modifications finalized within the month have been applied to the NAS schedule in the sequential order of finalization during the progress month.

The time extension for usually severe weather (in calendar days) must result from the agreement reached or (as directed) by the Contracting Officer) following the joint Contractor and Contracting Officer monthly weather evaluation held to review the CQC and QA daily reports, not later than 7 calendar days after the end of the progress month. The Contracting Officer will confirm the results of this evaluation to the Contractor in writing monthly.

The official contract completion date must be revised on the NAS schedule, monthly (if applicable) based on the Contracting Officer's letter confirming the results of the monthly evaluation, to include the time extension in calendars of unusually severe weather (actual adverse weather impact less the specified anticipated adverse weather impact, for the specific month).

A contract modification (SF 30) for a time extension to the official contract completion date, due to unusually severe weather (if any), will be completed quarterly by the Contracting Officer based on the monthly evaluations.

F.2.1 Remaining Durations

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

F.2.2 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, Contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag duration, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

F.2.3 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals (material delivery), Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

F.3 Progress Meeting Attendance

The Contractor's Project Manager/Superintendent, Chief Quality Control, and Contractor's Scheduler, (as approved in paragraph B), shall attend the second monthly progress meeting. The onsite Government representatives shall be advised of the meetings location, time and date.

F.4 Update Submission Following Progress Meeting

A complete update of the entire NAS project progress schedule containing all approved revisions, and adjustments, based on the second monthly progress meeting, shall be submitted not later than 6 working days after the second monthly progress meeting, (if applicable).

G. REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests a time extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay shall be based on a subnet/fragnet of work activities, revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is required for any time extension approvals. The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. Actual delays that are found to be

caused by the Contractor's own actions, which result in the extension of the schedule, shall not be a cause for a time extension to the contract completion date.

G.1 Submission Requirements For Justification Of Request For Time Extension

The Contractor shall submit a comprehensive time analysis and justification for each "Request for Proposal" for a change in the contract, based upon the most recent approved schedule update at the time of the RFP issued. Such a time analysis and justification shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

a. A subnet/fragnet of activities indicating all new change activities and the affect on existing schedule activities.

b. A brief explanation of the causes of the change.

c. An analysis of the overall impact the subnet/fragnet has when applied to the current-updated approved NAS schedule.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

H. MODIFICATIONS TO THE CONTRACT

H.1 Unpriced, unilateral and bilateral (without agreement on time) modifications

Upon receipt of the signed SF 30, for un-priced and unilateral modifications (or bilateral modifications with agreement on costs without an agreement on time, the Contractor shall submit proposed schedule revisions (in the form of a proposed subnet/fragnet) to the Contracting Officer for approval, within 14 days of the SF 30 being issued. The proposed (subnet/fragnet) revisions to the schedule will be approved by the Contracting Officer prior to application of those changes within the project schedule.

Should the Contractor fail or refuse to submit the provisions, the Contracting Officer may furnish the Contractor suggested (subnet/fragnet) revisions to the project schedule.

Upon receipt, the Contractor shall include these subnet/fragnet revisions in the project schedule.

If the Contractor has any objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 14 days of receipt of the revisions.

Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement on the revisions is reached.

If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting officer's proposed revisions, the Contractor will be deem to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will be the basis for an "equitable adjustment" for performance of the work.

H.2 Bilateral modifications shall be entered into the NAS schedule, utilizing the subnet/fragnet as agreed during negotiations, immediately after receipt

of signed SF 30. Entries to the schedule must be approved by Contracting Officer.

H.3 All modifications subnets/fragnets shall be applied to the NAS schedule immediately in the sequence in which they were finalized (received signed SF 30). Weather time extensions must be included upon receipt of the results of the monthly weather evaluation.

I. CONTRACTOR FALLS BEHIND THE APPROVED NAS PROJECT SCHEDULE

If the Contractor falls behind its approved schedule, (behind the LS/LF cash flow curve or more than 15 work days of negative float) or performs the work in such a manner that the network diagram and mathematical analysis no longer indicate reasonable logic and duration for completion of the work by the current contract completion date, as determined by the Contracting Officer, the Contractor shall promptly provide a supplemental NAS recovery or completion schedule for completion by the current completion date, by reducing the remaining durations, revising logic, or adjusting resources onsite (in addition to the original approved NAS schedule) as approved by the Contracting Officer. The supplemental schedule shall be (resource loaded with crew size and productivity for each remaining activity, and indicating overtime, weekend work, double shifts needed to regain the schedule), in accordance with FAR 52.236-15, without additional cost to the Government.

The supplement schedule shall not replace the original approved schedule as the official contract schedule. The original approved schedule shall be updated monthly (in addition to the supplemental schedule) and monitored by the Contractor and the Contracting Officer to determine the effect of the supplemental schedule progress has on the contract progress to regain its rate of progress for timely completion as specified.

The Contractor shall not artificially improve its progress by revising the schedule logic restraints or shortening future work activity durations. The Contractor may improve its progress by performing sequential work activities concurrently or by performing activities more quickly than planned, but such improvements shall be indicated on a supplement schedule and shall not be recorded on the official until they have actually been achieved by the Contractor. The additional resources required to improve the progress must be evident on the work site.

Failure of the Contractor to perform work and maintain progress in accordance with the supplemental recovery or completion schedule, may result in an interim and final unsatisfactory performance rating and/or may result in corrective action by the contraction officer in accordance with FAR 52.236-15.

J. OWNERSHIP OF FLOAT

All float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

*3

**Minutes of the Project Pre-proposal Conference for Base
Entrance/Visitors Facility
Robins AFB GA, UHHZ013006, FY03 @ 0900 Hours
16 December 2002**

1. A Pre-proposal Conference was held at 0900 hours on 16 December 2002 in building 702-conference room, Robins Air Force Base, GA to review the project solicitation with interested parties. A list of attendees has been attached as enclosure (1).

2. The meeting was opened with a review of contractual requirements of the solicitation. The following items were reviewed:

- a. Proposal due date.
- b. Project bid schedule including options.
- c. Project was identified as design build, 8A.
- d. Project construction cost limitation.
- e. Project evaluation criteria.
- f. Best value method of proposal evaluation.
- g. Contract may be awarded without discussions.
- h. Proposals development and format.
- i. Proposal will address past performance, technical and price proposal.
- j. Questions will be submitted via e-mail, fax or mail to the individual identified on the Base Entrance/Visitors Facility Robins AFB GA, Savannah District web site.

3. The following questions were asked by potential bidders:

a. Can the Corps of Engineers provide Contractors access to the .dgn project files? The project .dgn files cannot be provided for an internet-based solicitation. The Design Build contractor can scan the .cal files and overlayed their solution. The Robins AFB GA utility files have been scanned and added to the solicitation.

b. Will the successful bidder be supplied with a copy of the .dgn files? The successful proposer will be provided a copy of the .dgn files.

c. Has the project been coordinated with the Georgia Department of Transportation? Yes, the government has coordinated the project with the GA Department of Transportation. However in accordance with specification 01020 paragraph 6.4.3.5 additional information will be developed by the successful Design Build Contractor provided to the Contracting officer for submittal to the GA Department of Transportation.

d. How much time is provided for the Design Build contractor to design and construct the project? In accordance with the solicitation page 22 of 187 the total duration of the contract will not exceed 720 days. A schedule that improves the government's construction completion time will be considered more favorably.

e. How much asbestos abatement is required? The amount of asbestos abatement required will be determined by the amount of asbestos disturbed by the individual Design Build Contractor.

f. When will the construction contract be awarded? The date of the construction contract award is not released.

g. Who will the Environmental Permits and GA Department of Transportation permits be provided? The GA Department of Transportation permit will be submitted to the Contracting Officer in accordance with specification 01020, paragraph 6.4.3.5. The environmental permits will be submitted to the Base and Corps of Engineers in accordance with specification 01012, paragraph 3.2.3 and 3.2.4.

h. Are architectural renderings required to meet the proposal submittal requirements? In accordance with Section 00110 paragraph 2.12.2 architectural renderings are required to be submitted with the design build proposal.

i. Does the Design Build Contractor have to be State Certified? As discussed with the GA Department of Transportation the successful Design Build Contractor does not have to be State Certified.

PRE-PROPOSAL REVIEW CONFERENCE PARTICIPANTS

Project: Base Entrance/Visitors Facility Robins AFB GA Date: 16 December 2002
 Base/Fort: Robins AFB Time: 1000 hours
 Fiscal Year: 03 Local:
 Line Item: UHHZ 013006 Type:

Name (Print)	Position	Organization	Office Symbol	Telephone	Facsimile	E-mail
1. Leslie A. Zuniga	Project Manager	USACE	CESAS-PM-MR	(912) 652-5418	(912) 652-5090	leslie.a.zuniga@sas02.usace.army.mil
2. Kathleen Heinrich	Contract Administrator	USACE	CESAS-CT-C	(912) 652-5169	(912) 652-5828	Kathleen.a.heinrich@sas02.usace.army.mil
3. Peter Byrd	PM	Whitehawk K.C.		405-912-1308	405-912-7697	
4. David Williams	BD-Bus Dev	Technicon		743-8415	743-8239	williamsd@technicon-2e.com
5. Mike Miller	PM	Technicon		743-8415 (478)	"	millerm@technicon-pe.com
6. Brad Mathister	Field Manager	Ellie		478-920-2030	same	Brad.Mathister@Ellieenv.com
7. HARRY ANDOS	P.M.	CARETAKERS CONST		601-473-2525	601-473-4201	WWW.CARETAKERS.CONSTRUCTION.CO
8. DUDLEY MAILLOREY JR	CONTRACT	MAILLOREY CONTRACT		706-647-8332	same	WWW.MAILLOREY2002@earthlink.com
9. Neil Davis	Engineer	Earth Tech		770-990-1500	770-990-1403	neil.davis@earthtech.com
10. Scott Gero	Engineer	Earth Tech		770-990-1511	770-990-1403	scott.gero@earthtech.com
11. Tom Banton	Contractor	W.L. HANLEY CO.		615-255-3151	615-255-5810	Tom.Banton@wlhllc.com
12. MARK HARVEY	OWNER	PEARSON TECH		864-234-3079	864-234-3069	Mark.harvey@pearson-tech.com
13. Keith Radcliff	Johnson Controls	Johnson Controls		889-420-1915	889-489-7482	Ray.K.Radcliff@jci.com
14. David Lyon	6c Bus Mgr	ACTS, Inc.		850-522-7334	850-522-7099	david.lyon@acts-incorporated.com
15. Daron Miles	PM	SKIN & ASSOC.		228-202-3323	228-762-2101	donscat2@msn.com
16. James Johnson	Estimating	ASR		478-636-9222	478-328-3341	
17. Rick Cox	PH	Whitcomb		405-912-1308	9697	Rick.Cox@whitcomb.com
18. Kathleen Harpke	Estimator	Harpke Inc		478-328-3331 x15	478-328-3341	KHARPKE@alltel.net
19. Adrian Hammond	PM	Hammond Const		478-474-2004	478-474-3179	proj_600@bellsouth.net
20. Lee Allen	PM	L.C. Baskins Const		478-923-4952	478-923-3203	L.C.BASKINS.CONST@HOM.NET
21. Bill Mosten	V.P.	URGENTIA, Inc		934-585-5699	585-6250	URGENTIA1@aol.com
22. Robert Hallman	B.M.	MACOMPOWER		978-929-2062	929-2019	Robert.Hallman@macompower.com
23. Doug Carter		MACOMPOWER		978-929-2062	929-2019	
24. Julian Fant	Proj Eng	CUB	CO-PO	478-916-2103	478-916-4176	Julian.E.Fant.jr@sas02.usace.army.mil
25. Roger Fontenot	EEG	Contractor		478-922-2030	478-922-2030	Roger.Fontenot@eunize.com

PRE-PROPOSAL REVIEW CONFERENCE PARTICIPANTS

Project: Base Entrance/Visitors Facility Robins AFB GA Date: 16 December 2002
 Base/Fort: Robins AFB Time: 1000 hours
 Fiscal Year: 03 Local:
 Line Item: UHHZ 013006 Type:

Name (Print)	Position	Organization	Office Symbol	Telephone	Facsimile	E-mail
26 William Marshall	Senior	Comair		770-941-7109	770-941-7109	
27 Malinda Boyd	Process Coord.	Enola Corp. Serv.		229-389-2882	229-430-5130	malinda.boyd@hotmail.com
28 Joe Jahnke	V.P.	Tetra Tech		478-329-1616	478-329-0558	joe.jahnke@tetra.com
29 Les Blesquer	G.M.	Montgomery Inc		404-305-8585	404-305-8016	les@montgomeryinc.com
30 Lynn Focht	Proj. Mgr.	ERC Architects		770-432-7127	770-432-2773	lynn.focht@erc.com
31 Al Goselin	Program MAN.	Perd & Company		404-633-3948	404-329-5458	goselin@perdco.com
32 Gerald Stencler	Asst. Mng.	Protech Corp		404-350-7973	404-350-8390	gerald@protechcorp.com
33 Steve Hood	Proj. Mng.	Coretel-Power		770-519-1999	770-348-8236	shood@coretelpower.com
34 Alvin Masoud	Manager	Shoreline Const. Co.		478-476-8464	478-476-8151	shepherd-masoud@spring.com
35 Sharon Cook	VP	Coretel-Power		678-725-6842	404-763-4844	TCOOK@coretelpower.com
36 Abdel Alhalazem	P.T.	Brigson		404-702-1000	404-702-1050	AL-HALEEM@BRIGSONCONSTRUCT.COM
37 William M. Guerra	Director	INS Inc		678-525-2793	770-667-0304	wguerra@corp.in-s.com
38 Chip Bridges	Civil Eng	778 CES	CECE	(478) 244-5849		chabridges@robins.af.mil
39				926-3533x28601		
40						
41						
42						
43						
44						
45						
46						
47						
48						
49						
50						

SECTION 01000

DESCRIPTION/WORK STATEMENT/GENERAL REQUIREMENTS

1. OBJECTIVES AND CRITERIA REFERENCES

a. Purpose. The Savannah District of the US Army Corps of Engineers (COE) is soliciting proposals for the design, and construction of a new base entry complex and entrance road on Robins AFB, Georgia. The contractor is responsible for the design and construction of all work. The project shall be designed to be compatible with the surrounding structures as described in these specifications. The design and construction shall comply with the specifications and requirements contained in this Request for Proposals (RFP). The design and technical criteria contained and cited in this RFP establish minimum standards for design and construction quality.

b. Objective. The objective of this solicitation is to obtain proposals for design and construction of complete and usable entrance roads and facilities.

2. OVERALL GOALS AND OBJECTIVES

The overall goal is to produce efficient traffic control for individuals seeking access to Robins AFB and adequate work space for individuals working within new facilities, on schedule, and within budget, with construction activities, which incorporate the following concern.

2.1 SAFETY DURING CONSTRUCTION

Project will be near heavily traveled streets. Thus, safety to the public as well as the construction workers must be a high priority.

3. SUPERVISION BY THE CONTRACTOR

The following requirements, in addition to those contained in the Contract Clause entitled: SUPERINTENDENCE BY THE CONTRACTOR, shall be met by the Contractor:

3.1 AUTHORITY OF CONTRACTOR REPRESENTATIVE

The site representative appointed by the Contractor and approved by the Contracting Officer shall, as a minimum, have the following authority:

3.1.1 To negotiate and execute Supplemental Agreements having a value up to \$100,000.

4. AGE AND VALUE OF EQUIPMENT

If requested by the Contracting Officer, the Contractor shall provide documentation to establish the age and value of any equipment being utilized to perform work under this contract.

5. WORK SCHEDULE

If the Contractor intends to work outside the normal 40 hour Monday through Friday work week, he shall notify the Contracting Officer one full week in advance. Notification of the contractor officer is not approval to work outside of normal working hours. Contracting officer approval is required.

6. OMITTED

7. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.

The contractor shall be required to (1) commence design within 7 days of receiving notice to proceed, (2) the project schedule shall be completed within the project schedule proposed by the contractor or within 720 calendar days of the notice to proceed, whichever is less. The project schedule shall include all design, construction, demolition, and cleanup of the site. The project schedule shall also include time required for the Government to review design submittals, attend review conferences, and the contractor to incorporate review comments.

8. FAST TRACK CONSTRUCTION

8.1 Fast tracking will be allowed for this project within the constraints of paragraph 7 of this specification section. This means that the Contractor will be allowed to phase the completion of the design documents with the construction activities. Submittals defined in Section 01012 shall be provided. If the Fast Track method is selected, the Contractor shall provide a Fast Track phasing plan with their proposal.

8.2 Schedule for Fast Track Delivery Method

If the Contractor uses the "Fast Track" Method for the design and construction of this project, the contractor shall submit a schedule that reflects the number and contents of the design submittal shown in Section 01012 for all phases identified. Design submittals as specified in Section 01012 are required to be submitted at the 60%, 95% and Final Submittal stages for all phases of the work. The Government will review the design submittals for compliance with the RFP documents and contract requirements. The contents of each design submittal shall be adhered to. Additionally, construction submittals shall be submitted and approved on each phase as required in the Contractor prepared Section 01330 Submittal Procedures (Design-Build). No construction work shall be performed by the contractor until the following have been completed:

8.2.1 The government has reviewed and approved the design submittals, construction submittals identified in Section 01330, and all comments have been incorporated into the submittal documents for the phase of work in which construction is to commence.

8.2.2 All applicable Environmental Permits have been submitted and approved by the appropriate Government Agency for the applicable phase of work in which construction is to commence.

8.2.3 The Contracting Officer's Representative has issued a letter to the Contractor authorizing construction for the applicable phase of work.

-- End of Section --

SECTION 01012**DESIGN AFTER AWARD
(DESIGN/BUILD)
01/2002****1. GENERAL**

The Contractor shall furnish and be responsible for a complete set of design documents as called for hereinafter.

1.1 Within 30 days after Notice to Proceed, the Contractor shall submit, for approval, a complete design schedule with all submittals and review times indicated in calendar dates. The Contractor shall update this schedule monthly. No design submittals will be reviewed or evaluated until after receipt and acceptance of the proposed design/review schedule. As a minimum, design submittals are required at the concept (35%), preliminary (60%), final (100%), and at the design complete (Corrected final) stage. The requirements of each design stage are listed hereinafter. The Contractor shall reflect the number and schedules for the design submittals phases in the progress charts. As a maximum, the 60%, 100%, and design complete submittals shall be made in one consolidated package which includes each of the major categories listed in paragraph "Contents of Design Submittals." All submittals required at each stage of design shall be submitted as a complete package at one time. No partial submittals will be reviewed.

2.0 DESIGNER OF RECORD

The Contractor shall identify, for approval, the Designer of Record for each area of work. One Designer of Record may be responsible for more than one area. All areas of design disciplines shall be accounted for by a listed, registered Designer of Record. The Designer(s) of Record shall stamp, sign, and date all design drawings under their responsible discipline at each design submittal stage (see SCR - "Registration of Designers").

3.0 DEFINITION OF DESIGN SUBMITTALS

3.1 Concept Design Submittal (35%). The Contractor shall submit corrected drawings and technical proposal notebooks which incorporate any corrections on clarification items or deficiencies noted during negotiations. This item only applies to the successful proposer after contract award. The concept design must be approved by the Command Civil Engineer (HQ AFMC/CE) before the design can proceed beyond the 35% submittal phase. The concept design submittal shall also include:

3.1.1 Contextual photos/video showing constraints and architectural influences from the site. Images should support elements in the site analysis.

3.1.2 Site Analysis Plan (1"=100'), showing buildings, site, surrounding area, and contextual/influential elements which will effect the architectural development. Indicate location and direction of contextual images.

3.1.3 Site Plan (1"=30') showing the site layout, building footprints and site amenities.

3.1.4 Floor Plans with overall dimensions, showing individual spaces with area (SF) and functional title.

3.1.5 Exterior elevations including material and color selections.

3.1.6 Architectural cross-section(s) which communicate(s) the buildings unique interior spatial and volumetric features.

3.1.7 Perspective color sketches (approx 11" x 17") depicting major architectural features including, as a minimum, one birds-eye view with surrounding buildings shown and one eye-level view showing the main entry elevation of the building perspectives are to be colored to depict materials as close to actual selection as possible.

3.2 Preliminary Conformance Review Submittal (60%). This submittal is intended to insure that the Contractor's design is proceeding in accordance with the terms of the solicitation and the Contractor's original proposal as well as in a timely manner. More specific submittal requirements by stage and discipline are identified in the Savannah District Design Manual. This is available on the Internet (under "Engineering Criteria") at:

<http://en.sas.usace.army.mil>

This submittal shall consist of the following:

3.2.1 Preliminary Design Analysis: Design analysis shall include an executive summary for all disciplines listing all applicable codes and standards and design calculations developed to the extent required to support the design of the Base Entry and Visitors Center and all pavement and infrastructure included in this submittal. Design calculations developed to the extent required to support the design included in this submittal. Design analysis shall also include the results of any geotechnical investigations and analysis, including soil boring logs, completed by the proposer's consulting geotechnical engineer. Design analysis shall follow the format laid out in the Corps of Engineers Savannah District Design Manual.

3.2.2 Environmental permits, as required. When environmental permits are not required, the Contractor shall provide a statement with justification to that effect.

3.2.3 The Contractor shall submit a completed Erosion and Sedimentation Permit application in accordance with the Georgia Erosion and Sedimentation Act of 1975 for construction to the Corps and to the base. Contractor coordination with the Corps and the base is required to ensure the permit application is properly developed and completed for permitting agencies approval within the required time frames prior to construction start. The base will submit the permit to the state for approval but contractor support will be required throughout the permitting procedure. An abstract of the Georgia Erosion and Sedimentation Act of 1975 as Amended through 2000 can be found on the internet at:

www.georgianet.org/dnr/environ/rules_files/exist_files/ocga12-7-1.pdf

The Manual for Erosion and Sediment Control of Georgia and additional permitting information can be found on the internet at

www.georgianet.org/dnr/environ/techguide_files/techguide.htm and must be complied with when preparing erosion and sedimentation control plans.

3.2.4 NPDES permitting must also be accomplished as part of this project. Contractor coordination with the Corps and the base is required to ensure the permit application is properly developed and completed for permitting agencies

approval within the required time frames prior to construction start. The base will submit the permit to the state but contractor support will be required throughout the permitting procedure. The permit application shall comply with the permit requirements of the U.S. Environmental Protection Agency (EPA) in accordance with the Federal Water Pollution Control Act (FWPCA, also referred to as the Clean Water Act or CWA). The permit shall address, but not be limited to:

- Location and nature of construction activity.
- Total area of the site to be excavated.
- Proposed measures to control pollutants in storm water discharges during and after construction operations.
- Estimate of runoff coefficient and increase in impervious areas after construction.

- Name of receiving water.

Georgia NPDES permitting information can be obtained on the internet at:
www.georgianet.org/dnr/environ/techguide_files/techguide.htm

A copy of Georgia permit applications can be found on the internet at:
http://www.georgianet.org/dnr/environ/forms_files

3.2.5 60% complete drawings

3.2.6 Draft specifications

3.2.7 35% Comments and responses. Responses shall indicate where in the latest submittal the comment was addressed and the changes that were made to comply with the comment.

3.2.8 Energy Use Calculations: Energy use calculations used to determine Energy Use Budgets shall be submitted and shall include complete input and output data. Input data shall include room inputs, system inputs, building envelope inputs, plant inputs, schedules and other pertinent input data. Output shall include energy use breakdown by system and by energy type, system capacities and other pertinent output data.

3.2.9 Design Energy Use Budget Report: The DEU Budget Report shall be in accordance with Air Force ETL 94-4, Energy Use Criteria for Facilities in the Military Construction Program. This document is available at www.afcesa.af.mil/Publications/ETLs/ETL%2094-4.pdf. The DEU Budget Report shall include a breakdown of energy usage by system, including air conditioning, heating, ventilating, lighting and domestic hot water. The Report shall clearly show compliance with the target Energy Use Budget.

3.2.10 Design for all facilities shall comply with ASHRAE 90.1. The path selected to show compliance with ASHRAE 90.1 shall be clearly identified.

3.3 Final Design Submittal (100%). The review of this submittal is to insure that the design is in accordance with directions provided the Contractor during the design process as well as the original solicitation and the contractor's proposal. The Contractor shall submit the following documents for Final Design Review:

3.3.1 60% review comments and responses annotated. Responses shall indicate where in the latest submittal the comment was addressed and the changes that were made to comply with the comment.

3.3.2 The Design Analysis submitted for Final Design Review shall be in its final form. The Design Analysis shall include all backup material previously submitted and revised as necessary. All design calculations shall be included. The Design Analysis shall contain all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the Final Drawings and Specifications.

3.3.3 The Contract Drawings submitted for Final Design Review shall include the drawings previously submitted which have been revised and completed as necessary. The Contractor is expected to have completed all of his coordination checks and have the drawings in a design complete condition. The drawings shall be complete at this time including the incorporation of any design review comments generated by the previous design reviews. The drawings shall contain all the details necessary to assure a clear understanding of the work throughout construction. Shop drawings will not be considered as design drawings. All design shall be shown on design drawings prior to submittal of shop drawings. Each discipline has unique Final Design submittal requirements. Respective chapters of the Savannah District Design Manual should be reviewed to determine the exact nature of these requirements.

Example for HVAC Controls: HVAC Controls System Drawings (MC-Plates) shall be submitted at the final design stage and shall include the following.

- HVAC Controls System Legend
- Control System Schematic
- Equipment Schedule
- Valve Schedule
- Damper Schedule
- Sequence of Operations
- I/O Summary table and Data Terminal Strip Diagram
- Wiring Diagram
- Communications Network and Block Diagram
- Metering of Utilities (gas, electrical and water)
- DDC Panel locations

The control drawings shall use the Corps of Engineers standard control drawings. These drawings are available at the following website: <http://www.sas.usace.army.mil/eng/hvac/> or on the SAS_STD CD available from the project manager.

3.3.4 The Specifications on all items of work submitted for Final Design Review shall consist of edited guide specification sections.

3.4 Design Complete Submittal (Corrected Final). After the Final Design Review, the Contractor shall revise the Contract Documents by incorporating any comments generated during the Final Design Review and shall prepare final hard copy Contract Specifications. The Contractor shall submit the following documents for the design complete submittal:

3.4.1 Design analysis, in final 100% complete form.

3.4.2 100% complete drawings.

3.4.3 Final specifications

3.4.4 Final review comments and responses.

3.4.5 Electronic Submission: All CADD files in native MicroStation format, as well as all prepared technical specifications and the design analysis shall be provided on CD-ROM. Two copies are required.

3.5 Structural Interior Design (SID).

3.5.1 Definition: The Structural Interior Design (SID) shall involve the selection and sampling of all applied finishes including material, color, texture and patterns necessary to complete the building's interior architectural features. The SID shall also include all prewired workstation finishes and required drawings for prewired workstations. This information shall be submitted in 3" D-ring binders, 8-1/2" x 11" format.

3.5.2 Present architectural finish samples in an orderly arrangements according to like rooms/areas receiving like finishes. Each like room receiving like finishes will be noted as a Color Scheme. Each Color Scheme shall have a written description of material used. This written description shall use the same material abbreviations and notes that appear on the Room Finish Schedule and Legend in the contract drawings. Present prewired workstation finishes on a color board separate from the architectural finishes. Submit the SID binders concurrently with the architectural design submittals.

3.5.3 Preliminary Submittals: The Contractor shall submit three complete sets of the initial SID package. The design philosophy shall use a warm neutral background color with appropriate accent colors. All SID proposals shall be reviewed and approved by the Government. The Contractor's Interior Designer shall revise the SID binders after each review and update the SID to satisfy review comments. Each submittal will follow this method of review until the Government approves the completed SID package.

3.5.4 Final Submittal: After approval of the Preliminary Submittal, the Contractor shall submit three (3) complete sets of the approved and final Structural Interior Design packages. Once the Contractor has submitted the SID and the Government has approved the submittal, all materials, finishes, colors, textures and pattern submitted and approved for this project are then considered as part of the contract and the Contractor shall furnish all approved SID finishes. No deviations will be considered.

3.5.5 Format: Submit all SID information and samples on 8 1/2"x 11" modules with only one foldout. The maximum foldout width shall be approximately 25 inches. No foldouts on the top or bottom of the pages. Place the project title, base, architectural firm, page number and date on the bottom of each page or module.

3.5.5.1 The module shall support and anchor all samples. Anchor large or heavy samples with mechanical fasteners, velcro or double sided foam tape. Rubber cement or glue will not be acceptable.

3.5.5.2 Assemble the 8 1/2" x 11" pages and modules in a 3" D-ring binder. Holes for placement of the modules in the binder shall be 3/8" in diameter. Each binder shall be identified on the outside spine and front cover by title, project number, percentage phase and date.

3.5.5.3 Material and finish samples shall indicate true pattern, color and texture. Carpet samples shall be large enough to indicate a complete pattern or design.

3.5.5.4 Where paint manufacturers color names and numbers are used indicated the finish of the paint such as gloss, semi-gloss, flat and so on.

3.5.5.5 Signage may include emblems, striping, letters, numbers and logos. The interior designer shall consider visual appearance, organization, location, structural supports (if required) and relation to other base graphics. Indicate on a separate signage sheet the location and message for all signage. Submit a sample of the signage material finish and color with the structural finishes.

3.5.5.6 No photographs or colored photocopies of materials will be accepted or approved.

3.5.6 The SID Binder shall include the following information at each design submittal in this order:

=====

SEQUENCE OF SID SUBMITTAL

1. Title page
2. Table of contents
3. Design objectives - A statement of design objectives explaining the interior design philosophy of the facility shall be provided in the SID. Design objectives and the proposed method of accomplishing the objectives. Shall cover, when applicable, energy efficiency, safety, health, maintenance, image, personal performance of occupants and functional flexibility.
4. Interior floor plan
5. Interior sample finish boards

Scheme A
Scheme B
Scheme C

Example all restrooms could be noted as color scheme "A," all general open office finishes could be noted as color scheme "B" and the main lobby could be noted as color scheme "C."
6. Room finish schedule
7. Signage
8. Signage plan
9. Prewired workstation composite floor plans
10. Prewired workstation typicals - elevations and component inventory.
11. Prewired workstation panel identification plan with electrical outlet placement including base feed.

12. Integration and layout of ACSIM specific furniture. Plan must show suitability of proposed space to suit the furniture to be provided.

=====

4. GOVERNMENT APPROVED DESIGN SUBMITTALS

The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the design is in conformance with the contract requirements. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor is responsible for the design and construction of all work.

5. MAILING OF SUBMITTALS

All submittals to the Government during design shall be mailed using overnight mailing service. The addresses to where each copy shall be mailed are listed below. Each submittal shall have a transmittal letter accompanying it which indicates the date, design percentage, type of submittal, list of items submitted, transmittal number and point of contact with telephone number.

Addresses and submittal distribution:

DISTRIBUTION SCHEDULE

	NUMBER OF COPIES PER ADDRESSEE			
<u>SUBMITTALS</u>	(A)	(B)	(C)	(D)
CONCEPT DESIGN SUBMITTAL				
CONTEXTUAL PHOTOS/VIDEO	1	1		
SITE ANALYSIS PLAN	1	1	6	2
SITE PLAN	1	1	6	2
FLOOR PLANS	1	1	6	2
EXTERIOR ELEVATIONS (MATERIAL AND COLOR SCHEDULES INCLUDED)	1	1	6	2
ARCHITECTURAL CROSS-SECTIONS	1	1	6	2
PERSPECTIVE COLOR SKETCHES (DIGITAL AND HARD COPY)	1	1	2	1
PRELIMINARY DESIGN SUBMITTAL				
DRAWINGS (FULL SIZE)	10		3	1
HALF-SIZE DRAWINGS		2	9	4
MARKED UP GUIDE SPECS	10	2	12	2
DESIGN ANALYSIS	10	2	12	2
PERMIT APPLICATIONS	1	1	2	1
CD OF COMPLETE SUBMITTAL	1	1	2	1
FINAL DESIGN SUBMITTAL				
DRAWINGS (FULL SIZE)	12		3	1
HALF-SIZE DRAWINGS		1	9	5
SPECIFICATIONS	12	1	12	4
DESIGN ANALYSIS	12	1	2	2

CD OF COMPLETE SUBMITTAL	1	1	2	1
--------------------------	---	---	---	---

CORRECTED FINAL DESIGN SUBMITTAL

DRAWINGS (FULL SIZE)	12		12	2
HALF-SIZE DRAWINGS		1	5	8
SPECIFICATIONS	12	1	12	5
DESIGN ANALYSIS	12	1	12	2
CD OF COMPLETE SUBMITTAL	1	1	2	1

NOTES FOR SUBMITTALS

¹Include one set of original full-size mylars, computer generated drawing files on disk, original typed specifications and Design Analysis with computer disks.

ADDRESSEES:

- (A) Savannah District, Corps of Engineers
ATTN: CESAS-EN-EME/Leslie Zuniga
100 West Oglethorpe Ave.
P.O. Box 889
Savannah, GA 31402-0889
(PHONE: (912) 652-5656)
(FAX: (912) 652-5074)
- (B) AFMC CES/CECC
ATTN: Dale Goetsch
4225 Logistics Ave., Bldg. 266, Room A107
Wright-Patterson AFB, OH 45433-5746
- (C) 78 CEG/CECE
ATTN: Charles Bridges
515 Page Road - B/280
Robins AFB, GA 31098-2207
- (D) CD-RO
U.S ARMY CORPS OF ENGINEERS
ROBINS AFB AREA OFFICE
ATTN: CD-RO MR. JULIAN FANT/RIC POWERS
625 7TH STREET
BLDG. 702
ROBINS AFB, GA 31098

6. GOVERNMENT REVIEWS

The Government will take fourteen (14) days to review and comment on each design submittal. For each design review submittal, the COR will furnish, to the Contractor, a single consolidated listing of all comments from the various design sections and from other concerned agencies involved in the review process. The review will be for conformance with the technical requirements of the solicitation and the Successful Offeror's (Contractor's) RFP proposal. If the Contractor disagrees technically with any comment or comments and does not intend to comply with the comment, he must clearly outline, with ample justification, the reasons for noncompliance within five (5) days after receipt of these comments in order that the comment can be resolved. The

Contractor shall furnish disposition of all comments, in writing, with the next scheduled submittal. The Contractor is cautioned in that if he believes the action required by any comment exceeds the requirements of this contract, that he should take no action and notify the COR in writing immediately. Review conferences will be held for each design submittal at the Installation. The Contractor shall bring the appropriate design staff to the review conference. These conferences will take place the week after the receipt of the comments by the Contractor and will be located at Robins AFB in the CD-RO Conference Room.

ProjNet/DrChecks is the required method for preparing and annotating comments. This is an Internet based database available on the Internet at:

<http://65.204.17.188/projnet/home/version1/>

User ID and password will be granted at the submittal stage. However, Dr. Checks is not required to be used by Air Force Personnel. Therefore, the contractor may receive written comments or other electronic means other than Dr. Checks.

6.1 If a design submittal is late by the approved schedule, the review will slip according. The review process will not be shortened. Submittals date revisions must be made in writing at least one (1) week prior to the effect submittal.

6.2 Post review conference action: Copies of comments, annotated with comment action agreed on, will be made available to all parties before the conference adjourns. Unresolved problems will be resolved by immediate follow-on action at the end of conferences. Valid comments will be incorporated. After receipt of final corrected design documents upon incorporation of backcheck comments the Project Manager will recommend issuance of a Construction Notice to Proceed (NTP). The Government, however, reserves the right to disapprove design document submittals if comments are significant. If final or backcheck submittal(s) are incomplete or deficient, and require correction by the Contractor and resubmittal for review, the cost of rehandling and reviewing will be deducted from payment due the Contractor at the rate of \$ 5,000.00 per submittal.

7.0 COORDINATION

7.1 Written Records. The Contractor shall prepare a written record of each design site visit, meeting, or conference, either telephonic or personal, and furnish within five (5) working days copies to the Contracting Officer and all parties involved. The written record shall include subject, names of participants, outline of discussion, and recommendation or conclusions. Number each written record for the particular project under design in consecutive order.

7.2 Design Needs List. Throughout the life of his contract the Contractor shall furnish the COR a monthly "needs" list for design related items. This list shall itemize in an orderly fashion design data required by the Contractor to advance the design in a timely manner. Each list shall include a sequence number, description of action item, name of the individual or agency responsible for satisfying the action item and remarks. The list will be maintained on a continuous basis with satisfied action items checked off and new action items added as required. Once a request for information is initiated, that item shall remain on the list until the requested information has been furnished or otherwise resolved. Copies of the list will be mailed to both the Administrative Contracting Officer and the agencies tasked with

supplying the information. It is highly recommended that the Corps' RFI system be utilized during the design phase for this purpose. Originally developed for the Construction phase but it works well for both. The system has report capability. User access and passwords will be furnished at the time needed with over the phone instructions.

8.0 DESIGN ANALYSIS

8.1 Media and Format. Present the design analysis on 8-1/2-inch by 11-inch paper except that larger sheets may be used when required for graphs or other special calculation forms. All sheets shall be in reproducible form. The material may be typewritten, hand lettered, handwritten, or a combination thereof, provided it is legible. Side margins shall be 1-inch minimum to permit side binding and head to head printing. Bottom margins shall be 1-1/4-inches, with page numbers centered 1 inch from the bottom.

8.2 Organization. Assign the several parts and sheets of the design analysis a sequential binding number and bind them under a cover indicating the name of the facility and project number, if applicable. The title page shall carry the designation of the submittal being made. The complete design analysis presented for final review with the final drawings and specifications shall carry the designation "FINAL DESIGN ANALYSIS" on the title page.

8.3 Design Calculations. Design calculations are a part of the design analysis. When they are voluminous, bind them separately from the narrative part of the design analysis. Present the design calculations in a clean and legible form incorporating a title page and index for each volume. Furnish a table of contents, which shall be an index of the indices, when there is more than one volume. Identify the source of loading conditions, supplementary sketches, graphs, formulae, and references. Explain all assumptions and conclusions. Calculation sheets shall carry the names or initials of the author and the checker and the dates of calculations and checking. No portion of the calculations shall be computed and checked by the same person.

8.4 Automatic Data Processing Systems (ADPS). When ADPS are used to perform design calculations, the design analysis shall include descriptions of the computer programs used and copies of the ADPS input data and output summaries. When the computer output is large, it may be divided into volumes at logical division points. Precede each set of computer printouts by an index and by a description of the computation performed. If several sets of computations are submitted, they shall be accompanied by a general table of contents in addition to the individual indices. Preparation of the description which must accompany each set of ADPS printouts shall include the following:

1. Explain the design method, including assumptions, theories, and formulae.
2. Include applicable diagrams, adequately identified.
3. State exactly the computation performed by the computer.
4. Provide all necessary explanations of the computer printout format, symbols, and abbreviations.
5. Use adequate and consistent notation.
6. Provide sufficient information to permit manual checks of the results.

9.0 DRAWINGS

9.1 Prepare all drawings on Computer-Aided Design and Drafting (CADD) so that they are well-arranged and placed for ready reference and so that they present

complete information. The Contractor shall prepare the drawings with the expectation that the Corps of Engineers, in the role of supervision, will be able to construct the facility without any additional assistance from the Contractor. Drawings shall be complete, unnecessary work such as duplicate views, notes and lettering, and repetition of details shall not be permitted. Do not show standard details not applicable to the project, and minimize unnecessary wasted space. Do not include details of standard products or items which are adequately covered by specifications on the drawings. Detail the drawings such that conformance with the RFP can be checked and to the extent that shop drawings can be checked. Do not use shop drawings as design drawings. The Contractor shall use standard Corps of Engineers title blocks and borders on all drawings. Submit an index of drawings with each submittal. The COR will furnish the Contractor file number, drawing name prefix, and specifics for inclusion in the title blocks of the drawings.

9.2 Create all drawings using CADD methods in MicroStation format. Save all Design Complete CADD files as MicroStation 5.0 or later version. The Contractor shall use EM 1110-1-1807 Standards Manual for U.S. Army Corps of Engineers Computer-Aided Design and Drafting (CADD) Systems as guidance to for standard details, cell libraries, title blocks, and layer/level assignments. Drawing features not addressed in EM 1110-1-1807 shall conform to drafting standards.

9.3 Only standard fonts provided by MicroStation are allowed to be used in the creation of CADD files. No fonts created by third parties or the designer are permitted.

9.4 The uses of Reference files and model files during the design stage is up to the discretion of the designers. All CADD files at Design Complete submittal shall be in separate folder by discipline or building, free standing, independent files by folder. All reference files shall be in the same folder as the design files. Example of folders, Civil, Building 1, Building 2, etc.

9.5 Submit all Design Complete CADD files on the following media.

- Read/Write CD-ROM Disk

10.0 SPECIFICATIONS

10.1 The Contractor shall submit marked-up and final specifications as required. The specifications shall be Unified Federal Guide Specifications (UFGS). If multiple versions of a UFGS specification exists contractor shall use the Army (A) version. Robins AFB specifications shall be used when applicable. They are located within appendix K of section 01020. Editing of UFGS Specifications is limited to bracketed options only with the exception of specification sections 02300, 02315, and 02316. Specifications referenced but not provided are to be obtained and edited by the contractor. Specification sections provided as attachments to this RFP are to be used as is and the only edits allowed are as indicated. Edit the specifications for this project and submit in marked-up or redlined draft version at the Final Review submittal stage. If the design is based on a specific product not covered by UFGS, the specification shall consist of the important features of the product. The specification shall be detailed enough such that another product meeting the specification could be substituted and it would not adversely impact the project. After incorporation of comments, submit a final, design complete specification package. Delete all marked-out or redlined text and type in all

inserted text. Unified Federal Guide Specifications (UFGS) and Savannah District Guide Specifications are available on the Internet at:

<http://www.hnd.usace.army.mil> and <http://en.sas.usace.army.mil/>

Many of these specifications are in Specsintact format (*.sec). Specsintact software is available free of charge at:

<http://si.ksc.nasa.gov/specsintact>

10.2 Submittal Register. Develop the submittal requirements during construction during the design phase of the contract, by producing a Contractor Submittal Register during design. Attach a submittal register to each section of the specifications for the submittal requirements of that section. Prepare the Submittal Register on ENG Form 4288 or similar format spreadsheet with Excel. The Contractor shall be responsible for listing all required submittals necessary to insure the project requirements are complied with. The Register shall identify submittal items such as shop drawings, manufacturer's literature, certificates of compliance, material samples, guarantees, test results, etc that the Contractor shall submit for review and/or approval action during the life of the construction contract. The Contractor shall place all the Submittal Register pages in an appendix of the final specifications. See section 01330 SUBMITTAL PROCEDURES (DESIGN BUILD) for submittal and submittal register definitions and procedures.

11.0 CONTENTS OF DESIGN SUBMITTALS

11.1 The 35% design submittal shall contain as a minimum all items required for a concept submittal in the Savannah District Corps of Engineers Design Manual. Submittal shall also contain all requirements listed in paragraph 3.1 of this specification.

11.2 The 60% design submittal shall contain as a minimum all items required for a preliminary design submittal in the Savannah District Corps of Engineers Design Manual. This design submittal shall also contain the following:

11.2.1 Civil Utilities:

11.2.1.1 Site/Layout: Explanation of objectives and factors influencing siting decisions. General overview of major site features planned, such as building orientation, drainage patterns, parking provisions, traffic circulation, provisions for the handicapped, security requirements, etc. Rationale for locating major site elements. Set back requirements or specific clearance requirements. Locations of borrow and spoil areas. (No acceptable borrow or spoil areas are located on Robins AFB. All excess or unsuitable soil must be disposed of off site. Fill materials must be hauled in.)

11.2.1.2 Utility Systems: Design narrative for the natural gas, water supply, storm drainage, and wastewater systems relating to this project. Include an analysis of the existing distribution systems capability to supply sufficient quantity at adequate levels. If the existing distribution systems are inadequate, provide the design solution to augment the systems to provide the requirements for the new facilities.

11.2.2 All drawings included in the required technical data for the proposal submission (see Contract Clauses, TECHNICAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS), shall be developed to a minimum of 60 percent completion. In addition to the individual utility plans, submit a combined utility plan drawn to the same scale as the individual utility plans.

11.2.3 General Site Layout: Scale shall be included.

11.2.4 Site Grading and Drainage Plans: Show locations of all sediment basins, diversion ditches, and other erosion control structures. Indicate the approximate drainage areas each will service. Indicate the materials, construction and capacity of each structure. Include limits of landscaping and seeded areas. General site grading and drainage shall be indicated by contour lines with an interval of not more than approximately one foot.

11.2.5 Road Alignment Plans: Scale shall be no greater than 1"=30'. Provide profiles showing pavement and shoulder widths, typical pavement sections, azimuths and curve data, limits of grading, and erosion control. The materials to be used shall be indicated.

11.2.6 Traffic Control Plan: Drawing scale shall be no greater than 1"=30'. Provide traffic signal design assumptions, calculations, and solutions. Drawings shall show location of all traffic light equipment and supports as well as all striping and signage. Traffic routing and signage shall be in accordance with The Manual on Uniform Traffic Control Devices, U.S. Department of Transportation, Federal Highways Administration (Latest Edition). All traffic lights shall be designed in accordance with the Georgia Department of Transportation Traffic Signal Design Guidelines and The Manual on Uniform Traffic Control Devices, U.S. Department of Transportation, Federal Highways Administration (Latest Edition).

11.2.7 Parking lots: Show the actual dimensions of parking lots and measurements from a known reference point rather than coordinates at corners. Show the number of parking spaces and typical pavement sections.

11.2.8 Sanitary Sewer Plan: Scale shall be 1"=30' and profiles showing location and elevation of pipe, thrust blocks, manholes, etc. Materials and construction of main and appurtenances shall be indicated. Specifications shall be provided.

11.2.9 Water Supply Line Plans: Scale shall be 1"=30' and profiles showing locations of valves, thrust blocks, connections, etc. Materials shall be indicated and specifications shall be provided for valves, pipes, etc.

11.2.10 Electrical Plan Requirements:

11.2.10.1 Required diagrams and details on Site Electrical Drawings.

- 11.2.10.1.a. Off-Site Electrical Distribution Plan.
- 11.2.10.1.b. Off-Site Primary Circuit Routing Plans.
- 11.2.10.1.c. Off-Site One Line Diagram.
- 11.2.10.1.d. Off-Site Details. (Aerial Pole Line Construction, etc.)
- 11.2.10.1.e. On-Site Electrical Distribution Plan.
- 11.2.10.1.f. On-Site One Line Diagram.
- 11.2.10.1.g. On-Site Distribution Transformer Schedule: Provide with the following headings:
 - Transformer Designation.
 - Transformer Size (KVA).
 - Building(s) Served.
 - Primary Phase(s) and Circuit to which connected.

11.2.10.1.h. On-Site Details (Site Lighting, Trenching, Pad-Mounted Transformer, etc.).

11.2.11 Geotechnical-The geotechnical information furnished by the government is for information only and provides conservative values for foundation soil bearing capacity, K (rigid pavement) value and CBR (flexible pavements) for contractors to base their bids on. The contractor is responsible for doing his own geotechnical work for the actual design to verify the values provided by the government.

11.2.11.1 Report

Three copies of the geotechnical report prepared by the Contractor's consulting geotechnical engineer. The report shall be specific to the geotechnical design requirements and recommendations for the project site.

11.2.11.2 Certification

Written certification from the Contractor and his consulting geotechnical engineer that the design of the project has been developed consistent with the site specific geotechnical conditions.

11.2.12 Landscaping

11.2.12.1 Lawn and Landscaping Irrigation System: The design submittal shall include drawings clearly showing the piping layout and location of sprinkler heads coordinated with the landscaping plan, control valves, backflow preventers, rain check switches, controllers, etc. Indicate buildings, walks, shrubbery, trees, and other obstacles that might interfere with the proper operation of the sprinkler system. A design analysis calculating the pressures at each sprinkler head for the capacity and radius of throw is required. Details of the sprinkler head installation, valve boxes, and other irrigation appurtenances shall be submitted.

11.2.12.2 Landscape Planting and Turfing:

11.2.12.2.1 The landscape planting design narrative shall describe the analysis of existing site conditions, including an indication of existing plant materials that are to remain on the site. The statement of concept shall indicate specific site problems related to proposed development and the rationale for proposed plant locations. The narrative shall also include a list of suggested types and sizes of plant materials which are to be used, based upon the designated functional and visual criteria.

11.2.12.2.2 The drawings shall be prepared at a scale which corresponds with the site layout and grading plans and, likewise, shall include reference coordinates, north arrows, graphic scales and appropriate legends. An overall planting layout shall be developed and shall include enlarged detail plans of specific areas, as needed, to clarify requirements. The proposed layout shall indicate shade trees, evergreen trees, flowering trees, shrub masses, etc., according to designated functional and visual locations of planting. A legend which also indicates sizes of plants recommended for each of the above categories shall be included. The drawings and all subsequent plans shall indicate existing and proposed buildings, paved areas, signs, light standards, transformers, dumpster areas, storm drainage system, and other structures and utilities.

11.2.12.2.3 Landscape, Planting and Turfing Final design drawing(s) shall include a complete schedule of plant materials which indicates their botanical and common names, plan symbols, quantities, sizes, condition furnished, and pertinent remarks. Scale of drawing shall be prepared at 1" = 30'. Drawing shall correspond with the site layout and grading plans and reference coordinates, north arrows, graphic scales and appropriate legends. An overall planting layout shall be developed and shall include enlarged detail plans of specific areas as needed, to clarify requirements. Final design drawings, indicating proposed plants by a (+) mark for the plant location and a circle which is scaled at approximately 2/3 the ultimate growth spread (diameter) of plants, shall also include a complete schedule of plant materials which indicates botanical and common names, plan symbols, quantities, sizes, condition furnished, and pertinent remarks. Final drawings shall also include the basic details for installation of tree, shrub, and ground cover planting, as well as any other applicable details for clarification of specific project requirements.

11.2.13 Architectural

11.2.13.1 Design narrative shall provide a summary of functional space relationships, as well as circulation. There shall also be a general statement for the rationale behind the major design decisions.

11.2.13.2 Architectural Floor Plans shall indicate dimensions, columns lines, and detail references. Toilets and other specialized areas shall be drawn to 1/4" scale and shall show any needed interior features.

11.2.13.3 Finish schedule shall indicate material, finishes, colors and any special interior design features such as soffits, fascias, and lighting troughs, etc.

11.2.13.4 All required equipment shall be shown on the drawings with an equipment list.

11.2.13.5 List any special graphics requirements that will be provided.

11.2.13.6 Schedules shall be provided for both doors and windows. These schedules shall indicate sizes, types, and details for all items shown on floor plans.

11.2.13.7 Hardware sets using BHMA designations.

11.2.13.8 Composite floor plan showing all prewired workstations. Also show typical elevations of each type of workstation.

11.2.13.9 SID package.

11.2.14 Fire Protection and Life Safety Analysis. This analysis must be performed by a Registered Fire Protection Engineer (FPE). NICET certification is not sufficient to address this requirement.

11.2.15 Structural Systems

11.2.15.1 State the live loads to be used for design. Include roof and floor loads; wind loads, lateral earth pressure loads, seismic loads, etc., as applicable.

11.2.15.2 Describe the method of providing lateral stability for the structural system to meet seismic and wind load requirements. Include sufficient calculations to verify the adequacy of the method.

11.2.15.3 Furnish calculations for all principal roof, floor, and foundation members.

11.2.15.4 This submittal shall include drawings showing roof and floor framing plans as applicable. Principal members will be shown on the plans. A foundation plan shall also be furnished showing main footings and grade beams where applicable. Where beam, column, and footing schedules are used, show schedules and fill in sufficient items to indicate method to be used. Show typical bar bending diagram if applicable. Typical sections shall be furnished for roof, floor, and foundation conditions. Structural drawings for proposals and submittals shall be separate from architectural drawings.

11.2.15.5 Provide any computer analyses used. The software shall be widely accepted, commercially available programs and complete documentation of the input and output of the program must be provided.

11.2.15.6 Provide complete seismic analyses for all building structural components. Seismic calculations shall clearly demonstrate compliance with all requirements set forth in the Statement of Work.

11.2.16 Plumbing Systems

11.2.16.1 List all references used in the design including Government design documents and industry standards.

11.2.16.2 Provide justification and brief description of the types of plumbing fixtures, piping materials and equipment proposed for use.

11.2.16.3 Prepare detail calculations for systems such as sizing of domestic hot water heater and piping.

11.2.16.4. Indicate locations and general arrangement of plumbing fixtures and major equipment.

11.2.16.5 Include plan and isometric riser diagrams of all areas including hot water, cold water, waste and vent piping. Piping layouts and risers should also include natural gas (and meter as required), and other specialty systems as applicable.

11.2.16.6 Include equipment and fixture connection schedules with descriptions, capacities, locations, connection sizes and other information as required.

11.2.17 Fire Protection

11.2.17.1 List all references used in the design including Government design documents and industry standards used to generate the fire protection analysis.

11.2.17.2 Classify each building in accordance with fire zone, building floor areas and height and number of stories. This information shall be contained in the fire protection analysis.

11.2.17.3 Discuss and provide description of required fire protection requirements including extinguishing equipment, detection equipment, alarm equipment. Alarm and detection equipment shall interface to requirements of Electronic Systems. This information shall be contained in the fire protection design analysis.

11.2.17.4 Prepare a plan for each floor of each building that presents a compendium of the total fire protection features being incorporated into the design. Provide the following types of information:

The location and rating of any fire-resistive construction such as occupancy separations, area separations, exterior walls, shaft enclosures, corridors, stair enclosures, exit passageways, etc.

The location and coverage of any fire detection systems.

The location of any other major fire protection equipment.

Indicate any hazardous areas and their classification.

11.2.17.5 Prepare a schedule describing the internal systems with the following information: fire hazard and occupancy classifications, building construction type and other as required.

11.2.18 Electronic Systems: Electronic Systems responsibilities include the following:

Fire Detection and Alarm System
Fire Suppression System Control
Intercom System
Data (Local & Wide Area Network)/Telephone System
Special Grounding Systems
Cathodic Protection
Security & Surveillance Systems

11.2.18.1 The design analysis shall include all calculations required to support design decisions and estimates at this stage of design. The analysis shall include specific criteria furnished, conference minutes and cost analyses of all systems considered.

11.2.18.2 Design of the fire alarm and detection system shall include layout drawings for all devices and a riser diagram showing the control panel, annunciator panel, all zones, radio transmitter and interfaces to other systems (HVAC, etc.).

11.2.18.3 Show the location of HVAC control devices, sensors, and 120V power panel connections on the floor plans. Indicate zoning of areas by numbers (1, 2, 3) and detectors subzoned for cross zoning by letter designations (A and B). Differentiate between ceiling mounted and underfloor detectors with distinct symbols and indicate subzone of each.

11.2.18.4 Show location of data/telephone outlets (including pay phones) on the plans. Include legend and symbol definition to indicate height above finished floor. Show Data/Telephone Conduit System Riser Diagram. Size conduit on Riser Diagram. Do not show conduit runs between backboard and outlets on the floor plans. Underground telephone distribution conduit shall be shown on either the electrical or electronic site plan.

11.2.18.5 Grounding System. The specifications and drawings shall completely reflect all of the design requirements. The specifications shall require field tests (in the construction phase), witnessed by the Contracting Officer, to determine the effectiveness of the grounding system. The design shall include drawings showing existing construction. Verification of the validity of any existing drawings and/or any other data furnished by the Government shall be the responsibility of the engineering services firm.

11.2.18.6 Provide a statement describing the extent of any exterior work such as telephone and optical fiber lines, duct banks, etc., outside of 5 feet from the building line.

11.2.18.7 Provide the name of the licensed corrosion engineer or NACE specialist. Provide the following for cathodic protection systems:

Clearly define areas of structures or components in soil or water to be protected.

Type system recommended, comparison of systems, cost estimates showing all equipment alternatives.

Calculations on all systems that are considered showing all information and descriptions.

11.2.18.7.1 Design of Cathodic Protection. The design shall clearly provide a thorough and comprehensive specification and drawing. The design plans and specifications shall show extent of the facilities to be protected, location and type of anodes, location of test points, details for sectionalizing an underground piping system. This design shall be complete enough to purchase equipment and build without design changes to meet criteria of protection.

11.2.18.8 Exterior work to be shown on electrical site plan.

Existing and new communications service lines, both overhead and underground, shall be properly identified.

Show removals and relocations.

11.2.18.9 Provide a descriptive narrative of all electronic systems that are required for project. Define any hazardous areas (as defined in the National Electric Code) and indicate the type of equipment proposed for use in such areas. Show the location of all electronic system panels, etc., on the floor plans. Show the proposed riser diagrams for all systems. Sizes of all conduit, wires, cables, panels, etc. Provide a complete symbol legend for all devices or equipment shown on the plans. For work requiring removals or demolition, the designer shall show by use of drawings or narrative, how demolition work is to be done.

11.2.19 Electrical and Mechanical Systems: The 60% design submittal shall contain as a minimum all items required for a 60% design submittal in the Savannah District Corps of Engineers Design Manual.

11.2.20 Specifications: Draft of specifications including index and trade sections.

11.3 The 100% design submittal shall contain as a minimum all items required for a final design submittal in the Savannah District Corps of Engineers Design Manual. This design submittal shall also contain the following:

11.3.1 General: A complete set of construction documents, plans, and specifications at the same level of detail as if the project were to be bid including a complete list of equipment, fixtures and materials to be used. The final drawings are an extension of the reviewed 60% drawings and are to include the 60% comments and responses. All details shall be shown on the drawings.

11.3.2 The design analysis is an extension of the reviewed 60% design analysis and supports and verifies that the design complies with the requirements of the project.

11.3.3 Submit edited specifications. The specifications shall be coordinated with the drawings and describe in detail all items shown on the drawings.

11.3.4 Civil/Utilities

11.3.4.1 All drawings, narratives/specifications provided at the 60% submittal corrected to incorporate all comments and all additional detail required to provide a stand alone package that could be advertised, bid, and built by a different contractor.

11.3.5 Architectural

11.3.5.1 All architectural drawings shall be coordinated with the other engineering disciplines. Ensure that the plans are in compliance with the applicable codes. It will be the Contractor's responsibility to implement the comments generated from any design review submittal as well as verify the consistency between plans and specification. The evaluation of the Contractor's submittals shall be based on degree to which the submittal meet the requirements set forth in this document and the specifications.

11.3.5.2 Prewired workstation composite floor plans. Prewired workstation typicals - elevations and component inventory. Prewired workstation panel identification plan with electrical outlet placement including base feed.

11.3.5.3 SID package.

11.3.5.4 Fire Protection and Life Safety Analysis. This analysis must be performed by a Registered Fire Protection Engineer (FPE). NICET certification is not sufficient to address this requirement.

11.3.6 Structural Design

11.3.6.1 Furnish complete checked calculations for all structural members. Incorporate any changes required by comments on 60% Design Submittal.

11.3.6.2 Prior to this submittal, structural drawings shall be coordinated with all other design disciplines.

11.3.6.3 The final structural drawings shall contain the following information as a set of general notes:

The allowable soil bearing value.
The design stresses of structural materials used.
The design live loads used in the design of various portions of the structures.
The design wind speed.
The seismic zone and the "K," "C," "I" and "Z" values used in design.

11.3.6.4 All structural drawings and calculations shall be checked and stamped by the designer of record (a registered Professional Engineer).

11.3.7 Fire Suppression System: Provide a file of the input data used in the computer program to design the fire suppression system as well as the output data.

11.3.8 Specific Mechanical Requirements:

11.3.8.1 Required Plans, Diagrams, Schedules and Details on Mechanical Drawings:

11.3.8.1.1 Mechanical Floor Plan: The floor plans shall show all principle architectural features of the building which will affect the mechanical design. The floor plans shall also show the following:

Room designations.

Mechanical legend and applicable notes.

Location of all ductwork or piping (double line ductwork required).

Location and capacity of all terminal units (i.e., registers, diffusers, grilles, hydronic baseboards). Exhaust fan and range hood location.

Size of all ductwork and piping.

Thermostat location.

Location of heating/cooling plant (i.e., boiler, chiller, cooling tower, etc.).

Location of all air handling equipment.

Return air paths (i.e., undercut doors, transfer grilles).

Flue piping size and location.

Piping diagram for forced hot water system (if used).

Fuel supply and return piping

11.3.8.1.2. Equipment Schedule: Complete equipment Schedules shall be provided. Schedule shall also include:

Capacity

Electrical characteristics

Efficiency (if applicable)

Manufacturer's name

Optional features to be provided

Physical size

11.3.8.1.3 Details: Construction details, sections, elevations, etc., shall be provided where required for clarification of methods and materials of design. Roof and exterior wall penetrations shall be detailed on the drawings.

11.3.8.2 Required Plans, Diagrams, Schedules and Details on Unit Plumbing Drawings:

11.3.8.2.1 Plumbing Floor Plan: The floor plan shall show all principal architectural features of the building which will affect the plumbing design. Separate plumbing plans will not be required if sufficient information can be shown on the mechanical plans to meet the requirements shown above. The floor plan shall also show the following:

Room designations.

Fixture Schedule.

Location of utility entrances.

Waste and water pipe location and size.

Fixture designations.

11.3.8.3 Design Analysis: Complete design calculations for mechanical systems. Include computations for sizing equipment, air duct design, and U-factors for ceilings, roofs and exterior walls and floors. Contractor shall employ commercially available energy analysis techniques to determine the energy performance of all passive systems and features. Use of hourly energy load computer simulation (e.g., Trane TRACE, Carrier Hourly Analysis Program, BLAST, Energy Plus, and DOE-2, etc.) is required. These calculations can be used to size the mechanical systems. Based on the results of calculations,

provide a complete list of the materials and equipment proposed for heating and plumbing, with the manufacturer's published cataloged product installation specifications and roughing-in data. The heating and cooling equipment data shall include the manufacturer's wiring diagrams, installation specifications, ARI certification, and the standard warranty for the equipment.

11.3.9 Specific Electrical Requirements:

11.3.9.1 Required Plans, Diagrams, Schedules, and Details on Unit Electrical Drawings:

11.3.9.1.1. Electrical Floor Plan. The floor plans shall show all principle architectural features of the building which will affect the electrical design. The floor plan shall also show the following:

- Room designations.
- Electrical legend and applicable notes.
- Lighting fixtures, properly identified.
- Location of smoke and heat detectors.
- Location of telephone and cable TV outlets.
- Switches for control of lighting.
- Receptacles.

Location and designation of panelboards. Plans should clearly indicate type of mounting required (flush or surface) and be reflected accordingly in specifications. Service entrance (conduit and main disconnect).

Location, designation and rating of motors and/or equipment which requires electrical service. Show method of termination and/or connection to motors and/or equipment. Show necessary junction boxes, disconnects, controllers (approximate only), conduit stubs, and receptacles required to serve the motor and/or equipment.

11.3.9.1.2. Building Riser Diagram (from pad-mounted transformer to all panelboards): Indicate the types and sizes of electrical equipment and wiring. Include grounding and metering requirements.

11.3.9.1.3. Panelboard Schedule(s): Schedule shall indicate the following information:

- Panelboard Characteristics (Panel Designation, Voltage, Phase, Wires, Main Breaker Rating and Mounting.
- Branch Circuit Designations.
- Load Designations.
- Circuit Breaker Characteristics. (Number of Poles, Trip Rating, AIC Rating)
- Branch Circuit Connected Loads (AMPS).
- Special Features.

11.3.9.1.4 Lighting Fixture Schedule: (Schedule shall indicate the following information:)

- Fixture Designation.
- General Fixture Description.
- Number and Type of Lamp(s).
- Type of Mounting.
- Special Features.

11.3.9.1.5. Details: Construction details, sections, elevations, etc., shall be provided where required for clarification of methods and materials of design.

11.3.9.2. Required Electrical Design Analysis: Design analysis and calculations for the electrical systems shall be prepared in accordance with the Savannah District Design Manual by a licensed professional engineer and shall be stamped as such. The design analysis shall be separately bound, in one or more volumes. Show functional and engineering criteria, design information, and calculations applicable to the project. The analysis shall be organized in a format appropriate for review, approval, and record purposes. The design calculations shall indicate methods and references identified, and shall explain assumptions and conclusions.

11.3.10 Specifications: Provide final specifications. The Contractor shall make final identification of all materials and finishes at this stage.

11.4 The Corrected Final Design submittal shall contain as a minimum all items required for a Corrected Final Design submittal in the Savannah District Corps of Engineers Design Manual. This design submittal shall also contain the following:

11.4.1 Design Drawings: Drawings shall be 100% complete, signed and sealed by the designer of record. All previous review comments shall be incorporated.

11.4.2 Design Analysis: Complete design analysis for all design disciplines. The final Fire Protection and Life Safety Analysis shall be included in the Design Analysis.

11.4.3 Comment Response Package: Complete package showing all comments from all previous reviews and the respective response and disposition.

11.4.4 This submittal shall include all drawings and design information to form a complete design package.

12.0 DESIGN RELATED PRODUCTS

12.1 Architectural Renderings: Final renderings must be submitted at the 60% submittal. Architectural renderings shall be as required by the AFMC Facility Quality Program (Appendix C of Section 01020). The Contractor shall provide the original and three copies of each ground level perspective artist's renderings of completed typical facilities with walks, parking, and landscaping. Renderings shall be no smaller than 14" x 18" or larger than 24" x 36", multi-colored, and shall be suitably titled, matted, and framed. The Contractor shall also provide the rendering in ".jpg" or ".bmp" electronic format, either scanned or created electronically.

12.2 DD Form 1354: Three (3) sets of DD Form 1354, Transfer and Acceptance of Military Real Property shall be prepared in accordance with DA Pamphlet 415-28 available at <http://www.usapa.army.mil/gils/> and submitted to the Contracting Officer. The DD Form 1354 will require input from both the design agent and the Contractor. The form must be completed in English units.

12.3 Submittal Register, ENG FORM 4288: The Contractor shall complete and submit three (03) copies of a "preliminary" Eng Form 4288, Submittal Register to Contracting Officer. The "preliminary" Eng Form 4288, Submittal Register

shall have the column "Submittal Identification," "Specification Paragraph Number," "Description of Submittal," "Type of Submittal," and "Remarks" completed; the Contractor shall identify whether the submittal is for "Government Approval" or for "Government Information" under the column "Remarks." The "final" Eng Form 4288, Submittal Register, shall be in accordance with clause CONTRACTOR SUBMITTALS AND SUBMITTAL CONTROL in this section.

12.4 Reproduction: Upon Government approval of 100% design documents, the original will be returned to the Contractor for reproduction purposes. The Contractor will be responsible for his own reproduction as well as reproduction for Government use. The originals will be retained by the Contractor for recording of as-built conditions. Upon completion of the project, the original design documents corrected to reflect as-built conditions will be supplied to the Government.

13. PAYMENT DURING DESIGN

Payments, as authorized by the Authorized Representative Contracting Officer (COR), will be made monthly for the amount and value of the work and services performed by the Contractor. This estimate will be verified by the Contracting Officer utilizing the progress charts or the CONTRACTOR-PREPARED NETWORK ANALYSIS SYSTEM submitted by the Contractor and independent analyses of progress. See Contract Clause entitled PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS for additional information.

14. SAVANNAH DISTRICT DESIGN MANUAL

The format of many items in this section reference the Savannah District Design Manual latest edition. This manual can be found on the Internet at <http://en.sas.usace.army.mil>.

15. SURVEYING & MAPPING

Contractor is responsible for all necessary survey beyond that provided by the Government. Surveying and mapping shall be in accordance with the Base Facility Standards for Robins AFB and Chapter A-1 of the Savannah District Design Manual with the Base Facility Standards having priority in the case of conflicting information. The Contractor shall verify field conditions, which are significant to design by field inspection, researching and obtaining all necessary as-built drawings and reproducing them for his own use as necessary, and discussing status with knowledgeable personnel. The information shall be reflected in the design documents. The Government has supplied a majority of the topographic and existing utility information required for the project as part of the survey sheets provided in the RFP drawings and CD-ROM. Any additional topographic information and/or utility information required by the Contractor for design after award of the contract, shall be procured and paid for by the successful proposer.

16. SUBMITTALS FOR DESIGN AND CONSTRUCTION

16.1 SUBMITTAL CLASSIFICATION

16.1.1 Government Approved Design Submittals. Governmental approval is required for all designs. Government review will be for conformance with the

technical requirements of the solicitation and shall take place on all preliminary and final design submittals. Once the preliminary and subsequent submittals have been approved, the Contractor may not revise the design or delete any item from the project shown on the approved preliminary and subsequent submittals without Government approval. All items shown on the approved preliminary and subsequent submittals shall be provided by the Contractor.

16.1.2 Government Approved Construction Submittals. Government approval is required for extensions of design, deviations from the contract or approved design and other items necessary to insure the conformance with the contract requirements. Design approval by the Designer of Record is required before these items are submitted to the Government for review.

16.1.3 Information Only. All submittals not requiring Government approval will be for information only. Designer of Record approval shall be obtained before transmitting the submittal to the Government.

16.2 APPROVED SUBMITTALS

16.2.1 Designer of Record Approved Submittals. The Designer of Record shall review and approve all extensions of design, critical materials, deviations, and equipment whose compatibility with the entire system must be checked. Designation of Designer of Record approved submittal requirements shall be fully developed as part of the design specifications.

16.2.2 Government Approved Submittals. The approval of submittals by the COR shall not be construed as a complete check, but will indicate only that the general method of design or construction is in conformance with the contract requirements. Approval will not relieve the Contractor of the responsibility for any error that may exist, as the Contractor for the design and construction of the requirements of this contract, is responsible for the design and construction of all work. After submittals have been approved by the COR, no resubmittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by a technical explanation as to why a substitution is necessary.

16.3 GOVERNMENT DISAPPROVED SUBMITTALS: The Contractor shall make all corrections required by the COR and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given promptly to the COR.

16.4 WITHHOLDING OF PAYMENT: Payment for materials incorporated in the construction will not be made if required approvals have not been obtained. Required approvals include Government design and construction and Designer of Record approvals.

16.5 SUBMITTAL IDENTIFICATION: Construction Submittals: Submittal requirements during construction shall be developed during the design phase of the contract by the Contractor by producing a Contractor Submittal Register during design. The Register shall identify submittal items that require Designer of Records and/or Government approval. Submittal register requirements are listed in a paragraph above. The submittal register shall be updated with the schedule updates.

16.6 Prior to submittal, all items designated as requiring Designer of Record approval shall be checked and approved by the Contractor's Designer of Record and each respective transmittal form shall be stamped, signed and dated by the Designer of Record certifying that the accompanying submittal complies with the contract requirements. All other submittals shall be checked and approved by the Contractor's Quality Control (CQC) representative and the respective transmittal form (ENG Form 4025) shall be stamped, signed, and dated by the

CQC representative certifying that the accompanying submittal complies with the contract requirements. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts list; certifications; warranties and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

16.7 SCHEDULING: The approved submittal register will become the scheduling document and will be used to control Government approved submittals throughout the life of the contract. The scheduling of all submittals shall be coordinated with the approved progress schedule. Disapproved submittals shall be resubmitted for subsequent approval action, and shall not be cause for additional construction time. No delays, damages or time extensions will be allowed for time lost in late submittals. All submittals shall be made on ENG Form 4025.

16.7.1 Design Submittals: Scheduling of design submittals shall be completed during an initial Submittal Schedule Review meeting. Any additional changes which the Contractor may wish to make to number or composition of design submittals shall be made 30 days prior to the expected submittal date. The Contractor shall allow for the Government review period if submittal dates are met. If a scheduled design submittal date is not met without notifying the COR in writing one (1) week in advance, 7 additional days shall be allowed for the Government review period.

16.7.2 Construction Submittals: Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. The Contractor shall allow 21 days if Government approval is required.

16.8 TRANSMITTAL FORM: ENG Form 4025 shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms shall be furnished to the Contractor by the COR. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

16.9 DEVIATIONS: For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal.

16.10 CONTROL OF SUBMITTALS: The Contractor shall carefully control his design and procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

16.11 GOVERNMENT APPROVED SUBMITTALS

16.11.1 Design Submittals: Payment will not be made for work accomplished without approved design.

16.11.2 Construction Submittals: For all construction submittal requiring approval four (4) prints of all drawings; or, if catalog cuts, printed specifications or similar publications are used as submittals, five (5) copies shall be submitted, plus such additional copies as the Contractor may desire returned for his own use. The approved or corrected reproducible shall be

returned to the Contractor. In cases where "trade names or equal" specifications are used, any equal substitution by the Contractor will be considered a deviation and will require approval. Any submittal requesting a deviation shall be considered as one requiring "approval" action. Payment for materials incorporated into the work will not be allowed if required approvals have not been obtained.

16.12 INFORMATION ONLY SUBMITTALS: All other submittals are considered to be "Information Only" submittals and may be subject to review action by the COR or may be simply receipt acknowledged. Normally submittals for information only will not be returned. Approval of the COR is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the contract requirements and will not prevent the COR from requiring removal and replacement if nonconforming material is incorporated in the work. This also does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe. It shall be the Contractor's responsibility of assuring that the materials and/or equipment covered by that submittal meets the contract requirement and the submittal shall be certified by the Contractor Quality Control Organization as complying with the contract requirements. All "Information Only" submittals shall be made in quintuplicate unless otherwise specified. Payment for materials incorporated into the work will not be allowed if required Designer of Record approvals have not been obtained.

16.13 DESIGNER OF RECORD: The Contractor shall identify, for approval, the Designer of Record for each area of work before the design is started. One Designer of Record may be responsible for more than one area. All areas of work shall be accounted for by a listed Designer of Record.

16.14 STAMPS: All design drawings shall be stamped by the Designer of Record. Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following

CONTRACTOR (Firm Name)
_____ Approved
_____ Approved with corrections as noted on submittal data and / or attached sheets.
SIGNATURE: _____
TITLE: _____
DATE: _____

17. RESPONSE TO A REQUEST FOR A CHANGE

When the Government is trying to decide whether to make a change to the contract, it needs cost information from the Contractor to help make the decision. When requested by the COR, the Contractor shall provide a rough order of magnitude (ROM) cost estimate to the COR. The Contractor shall provide the level of design agreed upon between the two parties for the

purpose of preparing a ROM cost estimate. The COR and the Contractor shall agree on a price to perform the design and ROM estimate before any work is performed. The COR and the Contractor shall also agree on a schedule for the delivery of the ROM estimate. No design or construction work shall begin until the COR notifies the Contractor, in writing, that the fee and schedule has been approved. If the Contractor does not deliver the ROM estimate on the scheduled date, the fee will be reduced by the percentage of time it is late. In other words, the total number calendar days in which the ROM estimate is late divided by the total number of calendar days given to perform the work times 100. The design drawings and specifications shall not be changed until the COR directs the Contractor that the Government has agreed to change the contract.

18. CONTENTS OF DESIGN SUBMITTALS

The contents of each discipline's design submittal shall be in accordance with the applicable chapters of the Savannah District Design Manual unless more stringent requirements are listed within project specifications. The Preliminary Design submittal (60%) of this project shall follow the requirements for the Interim Design in the Design Manual. The Final Design submittal (95%) of this project shall follow the requirements for the Final Design in the Design Manual. The Corrected Final Design submittal (100%) of this project shall follow the requirements for the Corrected Final Design in the Design Manual.

19. CERTIFICATION OF COMPUTER MEDIA

All delivery media (floppy disks, magnetic tapes, etc.) for computer data shall be certified by the Contractor to be free of known computer viruses. The name(s) and release date(s) of the virus scanning software used to analyze the delivery media shall be furnished to the Government at the time of delivery. The release or revision date of the virus scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the media. If analysis of the delivery media by the Government finds evidence of virus infection, the media will be returned to the Contractor. The Contractor shall resubmit the media at no cost to the Government.

-- END OF SECTION --

SECTION 01020

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

BASE ENTRY/VISITOR CENTER

TABLE OF CONTENTS

1.	GENERAL
2.	PROJECT DESCRIPTION
3.	OMITTED
4.	DESIGN REQUIREMENTS
5.	GENERAL REQUIREMENTS
6.	CIVIL DESIGN
7.	LANDSCAPING AND EROSION CONTROL PLAN
8.	ARCHITECTURAL DESIGN
9.	STRUCTURAL DESIGN
10.	MECHANICAL DESIGN
11.	FIRE PROTECTION DESIGN
12.	ELECTRICAL DESIGN
13.	FOUNDATION AND GEOTECHNICAL DESIGN
APPENDIX A - BASE FACILITY STANDARDS, ROBINS AIR FORCE BASE, GEORGIA	
APPENDIX B - ROBINS AIR FORCE BASE ARCHITECTURAL COMPATIBILITY STANDARDS	
APPENDIX C - AFMC DESIGN STANDARDS	
APPENDIX D - AFMC POLICY LETTER (CONSTRUCTION STANDARDS FOR TRAFFIC CHECK HOUSES)	
APPENDIX E - AIR FORCE MATERIAL COMMAND ENTRY CONTROL FACILITIES DESIGN GUIDELINES GUIDE	
APPENDIX F - ENVIRONMENTAL FORMS	
APPENDIX G - UNIFIED FACILITIES CRITERIA - DoD MINIMUM ANTITERRORISM STANDARDS FOR BUILDINGS	
APPENDIX H - INTERIM POLICY AND DESIGN GUIDANCE ON USE OF AF SYMBOL ON BASE ENTRY SIGNS AND WATER TOWERS	
APPENDIX I - SAMPLE LEED PROJECT CHECKLIST	
APPENDIX J - SITE PICTURES	
APPENDIX K - ROBINS AFB SPECIFICATIONS	

SECTION 01020**DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS****1. GENERAL**

Section 1020, Description/Specifications/Work Statements, provides the design requirements, scope of work, and design criteria to successfully meet the Government's technical design requirements for submittal of the proposal and subsequent completion of the project.

- 1.1 Regulatory, Reference Requirements and Standards; the most recent edition of each regulation, standard, code and requirement shall apply.

1.1.1 AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

Air Conditioning and Refrigeration Institute (ARI), publication
A Directory of Certified Unitary Air Conditioners, latest edition

1.1.2 AIR FORCE ENGINEERING TECHNICAL LETTERS (ETL)

ETL 94-2 Utility Meters in New and Renovated Facilities
ETL 94-4 Energy Usage Criteria for Facilities in the Military Construction Program
ETL 90-6 Electrical System Grounding, Static Grounding and Lightning Protection
ETL 97-18 Guide Specification for Airfield and Roadway Marking
ETL 99-4 Fire Protection Engineering Criteria, Emergency Lighting and Marking of Exits
ETL 00-1 EPA Guideline Items in Construction and Other Engineering Specifications
ETL 00-5 Seismic Design for Buildings and Other Structures
ETL 02-12 Communications and Information System Criteria for Air Force Installations
ETL 00-6 Air Force Carpet Standard
ETL 00-12 Fire Protection Engineering Criteria - Conversion of Fire Alarm Radio Systems to Narrowband Technology
ETL 01-8 Resin Modified Pavement Design and Application Criteria
ETL 02-09 Construction Signs for Military Construction (MILCON) Projects

1.1.3 AIR FORCE HANDBOOKS (AFH)

AFH 32-1084 Facility Requirements
AFH 32-1024 Standard Facility Requirements (Basic includes changes 1-8)
AFH 32-1163 Engineering Weather Data

1.1.4 AIR FORCE MANUALS AND INSTRUCTIONS (AFM/AFI)

AFJM 32-1008 Installation Design
AFJM 32-1082 Facilities Engineering Electrical Exterior Facilities
AFJM 32-1083 Electrical Interior Facilities
AFJM 32-8008, Vol. 1 - General Provisions for Airfield/ Heliport Pavement Design
AFM 32-1070, Chapter 4 Plumbing
AFM 88-3, Facility Design and Planning
AFM 88-3, Chapter 6 - Structural Design Criteria for structures other than buildings
AFM 88-5, Chap. 4, Drainage for Areas Other than Airfields,
AFM 88-6, Chap. 8, Standard Practice for Concrete Pavements,
AFM 88-7, Chap. 1, Pavement Design for Roads, Streets, Walks and Open Storage Areas

AFM 88-7, Chap. 5, General Provisions and Geometric Design for Roads,
Streets, Walks and Open Storage Areas
AFI 32-1066 Plumbing Systems
AFI 32-1063 Electrical Power Systems
AFI 32-1065 Grounding Systems
AFI 32-1069 Gas Supply and Distribution
AFI 32-7041 Water Quality Compliance

1.1.5 AIR FORCE MATERIAL COMMAND (AFMC) FACILITY QUALITY PROGRAM GUIDANCE

AFMC Architectural Design Program
Architectural Compatibility Plans
Facility Design Standards
Exterior Guidance
Material and Color Board/SID Binder Format
Rendering Requirements
Construction Partnering
AFMC Comprehensive Interior Design Program
Interior Finish Standards
Carpet Guidance
AFMC Systems Furniture Guidance
Interior Sign Standards
Federal Procurement Guidance
CID Reporting Procedures
Checklist for SID and CID Binder Format
AFMC Design Awards Program

1.1.6 AIR FORCE OCCUPATIONAL HEALTH AND SAFETY (AFOSH) STANDARD

AFOSH 48-137, Respiration Protection Program

1.1.7 AIR FORCE PAMPHLET

Air Force Pamphlet 32-1097 Sign Standards Pamphlet

1.1.8 ALUMINUM ASSOCIATION (AA)

AA-02 Aluminum Design Manual: Specifications and Guidelines for Aluminum Structures

1.1.9 AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION (AAMA)

AAMA 101 Voluntary Specifications for Aluminum and Poly(Vinyl Chloride)
(PVC) Prime Windows and Glass Doors
AAMA 603.8 Voluntary Performance Requirements and Test Procedures for
Pigmented Organic Coatings on Extruded Aluminum

1.1.10 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS

AASHTO Guide for Design of Pavement Structures

1.1.11 AMERICAN CONCRETE INSTITUTE

ACI 318 Building Code Requirements for Reinforced Concrete
ACI 302 Guide for Concrete Floors and Slab Construction
ACI-ASCE 530 Building Code for Masonry
ACI-ASCE 530.1 Masonry Specifications

1.1.12 AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS

Industrial Ventilation, 21st Edition

1.1.13 AMERICAN GAS ASSOCIATION (AGA) PUBLICATIONS

Standards and specifications are available from the American Gas
Association (AGA), 1515 Wilson Boulevard, Arlington, VA 22209 (703) 841-
8400

1.1.14 AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

American Institute of Steel Construction (AISC), Manual of Steel
Construction, Volumes 1 & 2 (LRFD), latest edition

1.1.15 AMERICAN IRON AND STEEL INSTITUTE (AISI)

AISI-01 Cold-Formed Steel Design Manual

1.1.16 AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A117.1 (1986) Buildings and Facilities - Providing Accessibility and
Usability for Physically Handicapped People
ANSI A137.1 Ceramic Tile
ANSI/BHMA A156.1 Butts and Hinges
ANSI/BHMA A156.2 Bored and Preamsembled Locks and Latches
ANSI/BHMA A156.3 Exit Devices
ANSI/BHMA A156.4 Door Controls - Closers
ANSI/BHMA A156.5 Auxiliary Locks and Associated Products
ANSI/BHMA A156.9 Cabinet Hardware
ANSI/BHMA A156.12 Interconnected Locks and Latches
ANSI/BHMA A156.13 Mortise Locks and Latches
ANSI/BHMA A156.21 Threshold
ANSI B16.3 Malleable Iron Threaded Fittings, Classes 150 and 300
ANSI C2 (1996) National Electrical Safety Code
ANSI/DHI A115.IG-94 Installation Guide for Door and Hardware
ANSI Z21.45 (1985; Z21.ag; Z21.45b) Flexible Connectors of Other Than All
Metal Construction for Gas Appliances (Fourth Edition)
ANSI Z358.1 (1998) Emergency Eye Wash and Shower Equipment

1.1.17 AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

ASCE 7 Minimum Design Loads for Buildings and Other Structures

1.1.18 AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR CONDITIONING ENGINEERS (ASHRAE)

ASHRAE Handbooks
HVAC Applications
HVAC Systems and Equipment
Fundamentals
Refrigeration
ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality
ASHRAE Guideline 1, The HVAC Commissioning Process

Standard 62-99 Ventilation for Acceptable Indoor Air Quality

1.1.19 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 82	(1994) Steel Wire, Plain, for Concrete Reinforcement.
ASTM C 76	Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM A 123	(1989a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153	(1996) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 475	(1995) Zinc-Coated Steel Wire Strand
ASTM A 575	(1989) Steel Bars, Carbon, Merchant Quality, M-Grades
ASTM A 576	(1990b) Steel Bars, Carbon, Hot-Wrought, Special Quality
ASTM A 615/A 615M	(1996a) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM B 1	(1990) Hard-Drawn Copper Wire
ASTM B 8	(1993) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-hard or Soft
ASTM B 221	(1996) Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes and Tubes
ASTM C 14	(1995) Specification for Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C 33	(1993) Concrete Aggregates
ASTM C 94	(1996) Ready-Mixed Concrete
ASTM C 150	(1996) Portland Cement
ASTM C 309	(1995) Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C 506	(1995) Specification for Reinforce Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C 507	(1995) Specification for Reinforce Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
ASTM C 618	(1996a) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
ASTM A 615/A 615M	(1996a) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

ASTM B 744	Specification for Aluminum Alloy Sheet for Corrugated Pipe for Sewers and Drains
ASTM B 745	Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM A 760	Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A 762	Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM B 788	Practice for Installing Factory-Made Corrugated Aluminum Culverts and Storm Sewer Pipe
ASTM C 789	(1995a) Specification for Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers
ASTM A 798	Practice for Installing Factory-Made Corrugated Steel; Pipe for Sewers and Other Applications
ASTM A 807	Practice for Installing Corrugated Steel Structural Plate Pipe for Sewers and Other Applications
ASTM A 849	Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM C 850	(1995a) Specification for Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers with less than 2 ft of Cover Subject to Highway Loadings
ASTM C 1017	(1992) Chemical Admixtures for Use in Producing Flowing Concrete
ASTM D 395	(1989; R 1994) Rubber Property - Compression Set
ASTM C 90	Loadbearing Concrete Masonry Units
ASTM C 136	Sieve Analysis of Fine and Course Aggregates
ASTM C 1017	Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C 1036	Flat Glass
ASTM C 1048	Heat-Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass
ASTM C 635	Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings
ASTM C 636	Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings
ASTM D 420	Guide to Site Characterization for Engineering, Design, and Construction Purposes
ASTM D 422	Particle-Size Analysis of Soils
ASTM D 1140	Test Method for Amount of Material in Soils Finer than the No. 200 (75µm) Sieve

ASTM D 1556	Density of Soil in Place by the Sand-Cone Method
ASTM D 1557	Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³ (2,700 kN-m/m ³)
ASTM D 1586	Test Method for Penetration Test and Split Barrel Sampling of Soils
ASTM D 1587	Practice for Thin-Walled Tube Geotechnical Sampling of Soils.
ASTM D 2216	Laboratory Determination of Water (Moisture) Content of Soil, and Rock
ASTM D 2487	Classification of Soils for Engineering Purposes
ASTM D 2488	Practice for Description & Identification of Soils Unified Soil Classification System)
ASTM D 2661	Acrylonitrile-Butadiene-Styrene (ABS) Plastic Drain, Waste, and Vent Pipe and Fittings
ASTM D 2665	Poly(Vinyl Chloride) (PVC) Plastic Drains, Waste, and Vent Pipe and Fittings
ASTM D 2666	Polybutylene (PB) Plastic Tubing
ASTM D 3441	Test Method for Deep Quasi-Static, Cone and Friction-Cone Penetration Tests of Soil
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM E 380	Practice for Use of the International System of Units
ASTM E 119	Standard Test Methods and Fire Tests of Building Construction and Materials
ASTM E 621	Practice for Use of Metric (SI) Units in Building Design and Construction
ASTM E 779	Standard Test Method for Determining Air Leakage Rate by Fan Pressurization

1.1.20 AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C500 (1986) Gate Valves for Water and Sewerage Systems (DOD adopted)

AWWA C502 Dry-Barrel Fire Hydrants

1.1.21 AMERICANS WITH DISABILITIES ACT (ADA)

Accessibility Guidelines for Buildings and Facilities. Available from US Architectural and Transportation Barriers Compliance Board, 1111 18th Street, N.W., Suite 501, Washington, DC 20036-3894, (202) 653-7834 v/TDD or (202) 653-7863 FAX

Uniform Federal Accessibility Standard (UFAS)

1.1.22 COMPRESSED GAS ASSOCIATION (CGA)

CGA G-7.1 -1989 Commodity Specification for Air

1.1.23 DOD STANDARDS

Department of Defense Antiterrorism Standards for Buildings 31 July 02

1.1.24 ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 340/1-90-018 (1990) Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance

EPA 340/1-90-019 (1990) Asbestos/NESHAP Adequately Wet Guidance

EPA 402-R-94-009 (1994) Model Standards and Techniques for Control of Radon in New Residential Buildings

EPA 560/5-85-024 (1985) Guidance for Controlling Asbestos Containing Materials in Buildings

USEPA REGION 4 Environmental Investigations Standard Operating Procedures and Quality Assurance Manual

1.1.25 STATE OF GEORGIA

Georgia DOT Traffic Signal Design Guidelines

Georgia Department of Natural Resources, Manual for Erosion and Sediment Control in Georgia (latest edition)

1.1.26 ILLUMINATING ENGINEERING SOCIETY (IES)

Lighting Handbook Reference and application, 9th edition and Recommended Practice for Office Areas Containing Visual Display Terminal, RP-24 (Incorporated in ANSI/IES RP-1,)

1.1.27 INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS

International Plumbing Code

1.1.28 MILITARY HANDBOOKS

MIL-Handbook, 1008C, Fire Protection for Facility Engineering, Design and Construction

MIL-Handbook, 1190 Facility Planning and Design Guide

1.1.29 NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM)

NAAMM-01 Metal Finishes Manual for Architectural and Metal Products

1.1.30 NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA)

Specifications for the Design and Construction of Load Bearing Concrete Masonry
Building Code Requirements for Concrete Masonry (ACI-ASCE 530 Building Code for Masonry; ACI-ASCE 530.1 Masonry Specifications).

1.1.31 NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB), NEBB PUBLICATIONS

NEBB-01 Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems

1.1.32 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10 Portable Fire Extinguishers
NFPA 13 Standard for the Installation of Sprinkler Systems
NFPA 24 Standard for the Installation of Private Fire Service Mains
NFPA 54 National Fuel Gas Code
NFPA 70 National Electrical Code
NFPA 72 National Fire Alarm Code
NFPA 80 Fire Doors and Windows
NFPA 90A Standard for the Installation of Air Conditioning and Ventilating Systems
NFPA 90B Standard for the Installation of Warm Air Heating and Air Conditioning Systems
NFPA 101 Life Safety Code
NFPA 220 Types of Building Construction
NFPA 221 Fire walls and Fire Barrier Walls
NFPA 241 Safeguarding Construction, Alteration, and Demolition Operation

1.1.33 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

10 CFR 435B Energy Conservation Performance Standards
CFR 29 Part 1910 Occupational Safety and Health Standards
29 CFR 1926 Safety and Health Regulations for Construction
40 CFR 61 National Emission Standards for Hazardous Air Pollutants
40 CFR 261 Identification and Listing of Hazardous Waste
40 CFR 63 National Emission Standards for Hazardous Air Pollutants at Aerospace Manufacturing and Rework Facilities
40 CFR 263 Hazardous Waste Management System General

1.1.34 SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA)

Fibrous Glass Duct Construction Standards
HVAC Duct Construction Standards-Metal and Flexible

1.1.35 STEEL DECK INSTITUTE (SDI)

Steel Deck Institute Diaphragm Design Manual

1.1.36 STEEL DOOR INSTITUTE (SDI)

SDI-100 Technical Data Series

1.1.37 STEEL JOIST INSTITUTE

Standard Specification for Load Table for Open Web Joists

1.1.38 STEEL STRUCTURES PAINTING COUNCIL

SSPC-SP 10-85

1.1.39 TELECOMMUNICATIONS INDUSTRY ASSOCIATION/ELECTRONIC INDUSTRIES ALLIANCE (TIA/EIA)

ANSI/TIA/EIA 568-A Commercial Building Telecommunications Cabling Standard
ANSI/TIA/EIA 569-A Commercial Building Standard for Telecommunications
Pathways and Spaces
ANSI/TIA/EIA 607 Commercial Building Grounding and Bonding Requirements for
Telecommunications

1.1.40 U.S. ARMY CORPS OF ENGINEERS STANDARDS

Savannah District	Design Manual for Military Construction (Latest Edition)
U.S. Army Corps of Engineers Engineering Regulation	ER 1110-345-720, Construction Specifications
U.S. Army Corps of Engineers	Index of Guide Specifications for Military Construction
NBS Handbook 135	LCC Manual - Federal Energy Program
CEGS-15951	Direct Digital Control Systems for HVAC

1.1.41 TECHNICAL MANUAL (TM)

TM 5-785	Engineering Weather Data
TM 5-805-4	Noise and Vibration Control for Mechanical Equipment
TM 5-810-1	Mechanical Design, Heating, Ventilating, and Air Conditioning
TM 5-810-5	Plumbing
TM 5-815-1	Air Pollution Control Systems for Boilers and Incinerators
TM 5-815-3	HVAC Control Systems
TM 5-848-1	Gas Distribution

1.1.42 DEPARTMENT OF THE ARMY TECHNICAL INSTRUCTIONS (TI)

TI 800-01	Design Criteria
TI 800-03	Technical Requirements for Design-Build
TI 809-01	Load Assumptions for Buildings
TI 809-02	Structural Design Criteria for Buildings
TI 809-04	Seismic Design Criteria for Buildings
TI 809-07	Design of Loadbearing Cold-Formed Steel Systems
TI 809-27	Concrete Floor Slabs on Grades Subjected to Heavy Loads
TI 809-29	Structural Considerations for Metal Roofing
TI 809-30	Metal Building Systems
TI 809-53	Commentary on Roofing Systems

TI 810-10 Mechanical Design - HVAC

TI 810-11 HVAC Control Systems

ETL 1110-3-491 Sustainable Design for Military Facilities

1.1.43 INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS

International Building Code (IBC) (Note: UFC 1-200-01 takes precedence over IBC if references conflict)

1.1.44 UNIFIED FACILITIES CRITERIA (UFC)

UFC 1-200-01 Design: General Building Requirements

UFC 3-250-03 Flexible Pavements

UFC 3-400-01 Design - Energy Conservation

1.1.45 UNIFIED FACILITIES GUIDE SPECIFICATIONS

UFGS 02217A	USACE	Foundation Preparation
UFGS 02220	USACE	Demolition
UFGS 02231	USACE	Clearing and Grubbing
UFGS 02300A	USACE	Earthwork
UFGS 02315A	USACE	Excavation, Filling and Backfilling for Buildings
UFGS 02316A	USACE	Excavation, Trenching, and Backfilling for Utilities Systems
UFGS 02364A	USACE	Termiticide Treatment Measures for Subterranean Termite Control
UFGS 02370A	USACE	Soil Surface Erosion Control
UFGS 02510A	USACE	Water Distribution System
UFGS 02531	USACE	Sanitary Sewers
UFGS 02621A	USACE	Foundation Drainage System
UFGS 02630A	USACE	Storm Drainage System
UFGS 02722A	USACE	Aggregate and/or Graded-Crushed Aggregate Base Course
UFGS 02741A	USACE	Hot-Mix Asphalt (HMA) for Roads
UFGS 02748A	USACE	Bituminous Tack and Prime Coats
UFGS 02754A	USACE	Concrete Pavements for Small Projects
UFGS 02763A	USACE	Pavement Markings
UFGS 02770A	USACE	Concrete Sidewalks and Curbs and Gutters

UFGS 02787A	USACE	Bituminous Rejuvenation
UFGS 02811A	USACE	Underground Sprinkler Systems
UFGS 02821A	USACE	Fencing
UFGS 02840A	USACE	Active Vehicle Barriers
UFGS 02841N	USACE	Traffic Barriers
UFGS 02921A	USACE	Seeding
UFGS 02922A	USACE	Sodding
UFGS 02923A	USACE	Sprigging
UFGS 02930A	USACE	Exterior Planting
UFGS 02935A	USACE	Exterior Plant Material Maintenance
UFGS 02964A	USACE	Cold Milling of Bituminous Pavements
UFGS 03100A	USACE	Structural Concrete Formwork
UFGS 03101A	USACE	Formwork for Concrete
UFGS 03150A	USACE	Expansion Joints, Contraction Joints, and Waterstops
UFGS 03200A	USACE	Concrete Reinforcement
UFGS 03300	USACE	Cast-In-Place Structural Concrete
UFGS 06100A	USACE	Rough Carpentry
UFGS 06200A	USACE	Finish Carpentry
UFGS 07220A	USACE	Roof Insulation
UFGS 07416A	USACE	Structural Standing Seam Metal Roof (SSSMR) System
UFGS 07840A	USACE	Firestopping
UFGS 07900A	USACE	Joint Sealing
UFGS 08390	USACE	Blast Resistant Doors
UFGS 08520A	USACE	Aluminum and Environmental Control Aluminum Windows
UFGS 08810A	USACE	Glass and Glazing
UFGS 08850	USACE	Fragment Retention Film for Glass
UFGS 09310	USACE	Ceramic Tile, Quarry Tile, and Paver Tile
UFGS 09510	USACE	Acoustical Ceilings
UFGS 09650	USACE	Resilient Flooring
UFGS 09680A	USACE	Carpet

UFGS 09720	USACE	Wallcoverings
UFGS 09915	USACE	Color Schedule
UFGS 10153	USACE	Toilet Partitions
UFGS 10260	USACE	Wall and Corner Guards
UFGS 10430	USACE	Exterior Signage
UFGS 10440	USACE	Interior Signage
UFGS 10800	USACE	Toilet Accessories
UFGS 11025	USACE	Forced Entry Resistant Components
UFGS 11035	USACE	Bullet-Resistant Components
UFGS 13100A	USACE	Lightning Protection System
UFGS 13852A	USACE	Fire Alarm Reporting System, Radio Type
UFGS 15070A	USACE	Seismic Protection for Mechanical Equipment
UFGS 15080A	USACE	Thermal Insulation for Mechanical Systems
UFGS 15182A	USACE	Refrigerant Piping
UFGS 15700A	USACE	Unitary Heating and Cooling Equipment
UFGS 15990A	USACE	Testing, Adjusting, and Balancing of HVAC Systems
UFGS 15950A	USACE	Heating, Ventilating and Air Conditioning (HVAC) Control System
UFGS 15951A	USACE	Direct Digital Control for HVAC
UFGS 15995A	USACE	Commissioning of HVAC Systems
UFGS 16264A	USACE	Diesel-Generator Set, Stationary 15-300 KW, Standby Applications
UFGS 16375A	USACE	Electrical Distribution System, Underground
UFGS 16415A	USACE	Electrical Work, Interior
UFGS 16711A	USACE	Telephone System, Outside Plant
UFGS 16721A	USACE	Intercommunication System
UFGS 16751A	USACE	Closed Circuit Television Systems

1.1.46 U.S. GREEN BUILDING COUNCIL (LEED)

Green Building Rating System (Latest Edition)

2. PROJECT DESCRIPTION

The project consists of the design and construction of a new Entry Control Point on US Government property at Robins AFB Georgia. The new Entry Control Point shall include, but is not limited to, a new visitor's center, gate house, access roads, parking lot, road extension from Perry Street to Robins Parkway, and four new intersections on government property. All designs shall comply with state and federal regulations. The successful proposer shall obtain necessary permits, with the exception of erosion and sedimentation control and storm water runoff permits. Erosion and sedimentation control plans and storm water runoff plans shall be submitted to the Corps and to the base for review at the preliminary design stage. The base will submit plans to state and local permitting agencies for approval. The design/construction team will be required to make all required changes to the plans to gain approval from all required agencies. Work shall not begin on any portion of the project until permits for all work within that portion of the project have been obtained. Notice of intent shall be sent for National Pollutant Discharge Elimination System (NPDES) purposes before construction begins. All utilities encountered during construction must be protected during construction, or relocated if necessary. Utility outages shall be kept to a minimum.

The project has numerous bid options. The base bid and bid options are described below:

Base Bid: All pavement, buildings, infrastructure, building demolition and other equipment as described in this section and on project drawings from highway 247 to Byron Street with the exception of the wedge barriers called out on sheet C-110.

Bid Option 1: All work necessary to obtain LEED Gold certification as described in paragraph 4.4 of this section.

Bid Option 2: All pavement, infrastructure, and other equipment as described in this section and on project drawings from Byron Street to Milledgeville Street.

Bid Option 3: All pavement, infrastructure, and other equipment as described in this section and on project drawings from Milledgeville Street to Robins Parkway.

Bid Option 4: All pavement, infrastructure, and other equipment as described in this section and on project drawings east of the dividing line shown on drawings C-106 and C-112.

Bid Option 5: All wedge type barriers and associated infrastructure shown to be installed on sheet C-110.

If any additional survey is required beyond what is provided, it will be the responsibility of the proposer to obtain that survey data. The successful contractor shall obtain their own soil boring information. Government provided soil borings are for bidding purposed only.

2.1 PROJECT PHASING

During construction of this project, no two streets (Byron Street, Perry Street, Robins Parkway) shall be closed at the same time. When working on Robins Parkway a minimum of one northbound and one southbound lane shall be opened for traffic at all times. When only one northbound and one southbound lane are opened on Robins Parkway it is considered closed. In the case of Byron and Perry streets closed is defined as other than unrestricted (by the contractor) eastbound and westbound traffic. A base

perimeter fence must be maintained at all times. The contractor must install the new perimeter fence and gates before the existing perimeter fence is removed. At no time shall there be an unfenced opening onto the base within the project area.

3. OMITTED

4. DESIGN REQUIREMENTS

4.1 The proposal documents shall include adequate information in the form of narratives, drawings, calculations, catalog cuts, etc., to enable the Government to adequately review the proposal. All design will be accomplished using English units of measure.

4.2 For design submittal requirements see section 01012, DESIGN SUBMITTAL REQUIREMENTS as well as appendix A. All submittals shall be delivered to the contracting officer regardless of who the submittal is designated to be delivered to in 01012 or Appendix A.

4.3 The design drawings shall be done in Microstation by Bentley System from project beginning to end. The design requirements within this section represent the minimum quality and quantity acceptable for the proposal and project submittals. The standards, documents and criteria referenced within this RFP document, are modified to the extent indicated within this section. Each proposer shall be responsible for securing any outstanding documents necessary and referenced in the RFP as criteria or the substitute for criteria contained in the reference documents. This section shall be deemed the controlling authority of any changes to other referenced documents and criteria.

4.4 Sustainable Design: This project shall incorporate sustainable design using the Leadership in Energy & Environmental Design (LEED) program as the standard. A LEED rating of **Certified** is part of the base bid for this project. **Option 1** is a **Gold** LEED rating. All proposals shall include a LEED project checklist for both the base bid and **option 1** showing where LEED points will be obtained throughout the project. LEED certification is to be completely accomplished by the successful bidder. Final contract payment will not be made to the successful bidder until a certificate is delivered to the contracting officer from the LEED certification authority signifying that the project has obtained a **Gold** LEED rating. A sample LEED project checklist is located in attachment I.

4.5 Section 01020 takes precedence over all other listed design documents. When there is a conflict between the RFP and other listed references, the most stringent shall apply. When references are in conflict, the most stringent shall apply. The drawings are provided to show existing utility locations and general site layout preference for the site. Contractors are encouraged to make only minor modifications to the site plan to incorporate added design features. Changes are not to be made to the general building or functional layouts. New road location and alignment shown on project drawings shall not be changed by the contractor.

4.6 Demolition: Project includes demolition of building 357. Building 357 is an old railroad maintenance facility. The building is two stories and contains concrete pits along the length of the building. It also contains offices and is a large roll up doors. Demolition includes bldg 357 an adjacent CMU building and removal of all utilities feeding into the building back to their source and capping. All building materials (including concrete) must be completely removed and disposed of off base.



EASTERN VIEW BLDG 357



NORTHERN VIEW BLDG 357 AND ADJACENT BLDG ALSO TO BE DEMOLISHED

5. GENERAL REQUIREMENTS: Phasing plans shall allow base personnel to park in the parking areas to be demolished behind building 300 as long as possible without affecting the finish date. Design shall incorporate tandem processing for vehicles in each lane beneath the gate house canopy. The

ECP shall be located a minimum of 300' from the nearest intersection. The canopy at the gate house and at the inspection area shall be a minimum of 17'-6" high and shall incorporate red and green lights at each lane to signify if the lane is open or closed. The lights shall be controlled in the gate house. Islands beneath the gate house canopy shall be a minimum of 5' wide. Islands shall have a durable rubberized surface where security police are expected to stand. All pavement beneath canopies shall be concrete. Crash gates designed to stop a 5,000 lb vehicle traveling at 60 mph shall be installed in both inbound and outbound lanes so that neither vehicles nor personnel can enter or exit the base when the gates are closed. A Base sign shall be provided at the approximate location shown on the drawings. The sign shall be designed in accordance with Interim Policy and Design Guidance on use of AF Symbol on Base Entry Signs and Water Towers located in appendix H. A base sign shall also be provided near the media pad as shown on the drawings. It shall also be designed in accordance with appendix H with the one exception that it shall be one half the size of the main gate sign. Base signs shall be landscaped and provided with lighting and drip irrigation systems. Additional signs shall be provided at the entrance near highway 247 and at the gate that will alert traffic when the gate is closed. An over watch position shall be designed at the location shown on the drawings. The over watch pavement shall be concrete and shall be designed for a loaded Humvee. The wall shall be constructed utilizing reinforced concrete and a brick face to match the new ECP and Visitor Center exteriors.

6. CIVIL DESIGN

6.1 Site and Project Description

6.2 Site Access

All contractor personnel will be required to coordinate with the base security forces office to obtain access to the base during construction. All large trucks must enter the base through gate 4 (commercial gate).

6.3 Technical Criteria and Standards

6.3.1 All referenced material under this title on paragraph 1.1.

6.3.2 Manual for Erosion and Sediment Control in Georgia, latest upgrade.

6.4 Special Instructions

6.4.1 Design Criteria

6.4.1.1 Suggested detention pond locations are shown on drawings. Detention basins proposed other than those shown may be disapproved by base personnel. New storm drainage systems shall be tied into existing storm drainage piping within the area for all drainage west of Perry Street. Storm drainage entering the existing storm drainage system shall not exceed preconstruction runoff rate for a 10 year storm. Detention ponds shall include vehicle guard rails at any point where the detention pond is located within 10 feet of an existing road. Detention ponds will utilize a maximum slope of 1:4 unless otherwise approved by the contracting officer.

Flow equalizers should be used when paralleling pipes or culverts. Storm drain systems shall be designed so that the hydraulic grade line for the specified design discharge is as near optimum depth as practicable and velocities are not less than 2.0 ft/sec when the drains are one-third or more full.

- 6.4.1.2 Design shall minimize existing tree removal and provide efficient traffic flow from Watson Boulevard to Robins Parkway.
- 6.4.1.3 Design shall incorporate 10" curbs at all roadway edges west of Perry Street. All islands between inbound and outbound lanes west of Perry Street shall be built up at least 10", shall be a minimum of 5' wide, shall be concrete, and shall be surrounded with concrete curbs.
- 6.4.1.4 Four parking spaces shall be provided inside the perimeter fence designated for visitor's center parking. These spaces should be near (though no closer than 33' for force protection) the visitor's center for base personnel to park and gain access to the visitor's center. A secure personnel turnstile that can be locked and unlocked from within the visitor's center shall be provided near the four parking spaces. An exterior rated two way intercom shall be mounted at the gate so that personnel entering or exiting the gate can communicate with personnel inside the visitor's center. A sidewalk shall be provided from the parking area to the visitor's center entrance.
- 6.4.1.5 Drainage Structures Design Criteria: All drainage structures shall be designed in accordance with AFM 88-3, Chapter 6 - Structural Design Criteria for Structures other than buildings. The drainage system shall be designed in accordance with AFM 88-5, Chapter 4 - Drainage for Areas other than Airfields. All required and suggested design criteria within these documents shall be adhered to. When criteria conflict, and guidance is not provided within these documents as to which should govern, the more stringent shall govern. Formulas for calculating hydraulic capacities will be as follows:

Weir Formula:

$Q = CLB^{3/2}$, for grade lines where:

Q = capacity of grate or grates

C = constant = 3.0

L = Length of throat opening

H = Depth of water opening (a value of 0.4' will be used)

Minimum Factor of Safety (FS) = 2.0 in grassed areas, 1.5 in paved areas.

6.4.1.6 Drainage Pipe

Minimum Size = 12" diameter

Minimum Roughness Factor for Drainage Calcs: Concrete $n = 0.012$

Minimum design life for drainage pipe and structures - 75 years

Acceptable materials and required standards are listed below:

- a. Reinforced Concrete Pipe: ASTM C 76 or AASHTO M 170
- b. Reinforced Concrete Arch Culvert and Storm Drainpipe: ASTM C 506
- c. Reinforce Concrete Elliptical Culvert and Strom Drainpipe: ASTM C 507
- d. Non-reinforced Concrete Pipe: ASTM C14 or AASHTO M 86
- e. Concrete Box Culverts: ASTM C-789 and/or ASTM C-850

All cast in place and precast box culverts shall meet or exceed design requirements outlined in ASTM C-789 and/or ASTM C-850 as well as all references in paragraph 1.1.

- 6.4.1.7 Manholes or Junction Boxes: Manholes or junctions boxes shall be provided at points of changes in pipe direction, grade or size, and at all

"Y" and "T" connections. Distance between points of entry shall not be more than 300 feet. Manholes shall be precast concrete and shall conform to ASTM C 478 or AASHTO M 199. Frame and cover or grating shall be cast iron or malleable cast iron as specified in FS RR- F-621. Steel ladders or cast iron rungs shall be installed where the depth of the manhole or junction box exceeds 3'-0". Steel ladders shall be galvanized after fabrication in accordance with ASTM A 123. The wall along the ladder shall be vertical. Provide inverts to direct flow in all boxes and manholes for all gravity systems.

- 6.4.2 New and Existing Utilities: A digging permit from the installation is required prior to any excavation operations. Hand digging must be used within 3 feet of marked utility lines unless otherwise approved by the contracting officer. All utilities encountered during excavation must be protected to the greatest extent possible. Utilities should be protected during excavation, pipe installation, and backfilling and compaction with the use of protective sleeves and periodic bracing. All new utilities shall be run underground.

Existing utilities (size and approximate location) are indicated on the civil sheets included with this request for proposal package. However, this information is approximate in nature and by no means considered to be exact and shall be verified by the Contractor prior to use.

No existing utilities are allowed to remain within the 10 foot line of the proposed building footprint. Existing utilities within the 10 foot line shall be re-routed in the most efficient manner for conveyance of the utility and future access and maintenance of the utility. If any abandoned utilities are discovered below the proposed building footprint, the Contractor shall remove them.

No existing utilities are allowed to remain within 2 foot of the new base course of the road without a structural analysis and structural design of an encasement that addresses pavement support and future pavement reflective cracking.

Any utilities damaged by the Contractor shall be repaired at the Contractor's expense.

- 6.4.3 Pavement: Pavements shall be designed in accordance with the AASHTO Guide for Design of Pavement Structures - latest edition. Rigid and flexible roadway pavements could also be designed using PCASE software. PCASE software is available on the Pavement-Transportation Computer Assisted Structural Engineering web site which can be found at <http://www.pcase.com>.

- 6.4.3.1 Flexible Pavement Design Criteria: The design of the flexible pavement shall be in accordance with AFM 88-7, Chap. 5 - General Provisions and Geometric Design for Roads, Streets, Walks, and Open Storage Areas, AFM 88-7, Chap. 1 Pavement Design for Roads, Streets, Walks, and Open Storage Areas, and UFC 3-250-03 Standard Practice Manual for Flexible Pavements.

*6

- 6.4.3.2 Site Specific Information: The following traffic counts may be used in the design of the pavements within this project.

Daily Traffic count - 10,100 vehicles per day
3 to 4 Axle Trucks - 7%
5+ Axle Tractor Semi Trailers(5+ Axles)- 1%

These counts represent one-way traffic. Ten thousand one hundred vehicles enter the base each day and 10,100 vehicles exit the base each day.

The designers are also encouraged to evaluate the existing pavement in accordance with AASHTO Guide for Design of Pavement Structures and design an overlay of the existing pavements for the traffic counts specified above. Design of an overlay will require computation of an effective structural capacity (SN_{eff}). If an overlay is proposed the computation of the effective structural capacity and design calculations of the pavement section over existing pavements shall be provided in the proposal. If pavement design calculations show that the existing pavement section is adequate, a minimum 1.5" overlay is still required over all reused pavements.

6.4.3.3. Minimum Thickness for Flexible Pavements: The following section is required as a minimum:

*6

GADOT	Hot Asphalt Surface Mix 2" Prime Coat
GADOT	Hot Asphalt Binder Mix 2" Binder Course
GADOT	<u>Stabilized-Graded</u> Aggregate Base Course 8"

6.4.3.4 A traffic light shall be provided at the intersection of the new entrance road and Robins Parkway and at the intersection of the new entrance road and Perry Street. All other intersections shall be designed with signage and striping to provide safe and efficient traffic flow onto and off of the new entrance road. Traffic signal design shall be accomplished and stamped by a certified professional engineer with a minimum of five years traffic engineering experience. Traffic signal poles, mounts, and equipment shall be compatible with the existing base traffic signals currently located along Robins Parkway at the intersections with seventh, Ninth, and Tenth streets. The signals shall have a single metal pole, cantilevered metal arm, and LED type traffic lights. Traffic signals shall contain all equipment and all connections for a turn key system. The new signals shall be coordinated with existing signals and connected to existing signals when appropriate.

Traffic signal design and signage related to the traffic signals shall be accomplished in accordance with the Georgia Department of Transportation Traffic Signal Design Guidelines (latest edition).

The existing traffic signal system is as listed below:

Actuated Controller Unit - EPAC300 (Eagle Traffic Control Systems)

Master Area Responsive Control - MARC300 (Eagle Traffic Control Systems)

Signals:	TMPSIGLED103B1111YBB
	TMPSIGLED105H1111YBB
	TMP18PEDHNDMANOYP

The following package has been assembled by Temple, Inc (1-800-633-3221) specifically to meet the needs of RAFB.

Temple GARAFB8PBC00100

Video Detection Equipment is now the standard for the base. INTERIS VANTAGE RZ3 Camera is the design basis.

6.4.3.5 The successful contractor shall develop a signal plan in accordance with Ga. DOT criteria for the new intersection created at the Watson Boulevard, Highway 247, and the new entrance road. This signal plan shall be submitted to the Ga DOT through the contracting officer. The signal plan will be reviewed by the DOT and all corrections requested by the DOT shall be made to the documents by the contractor. The contractor will not

be required to accomplish any construction work in conjunction with the signal plan.

6.5 Removal and Disposal

There are no approved waste disposal areas within the limits of Robins Air Force base. All solid waste shall be disposed of in accordance with Section 01560, Part 3. Recycling/reuse/and composting is strongly encouraged. A Waste Management Report (sample in appendix F) must be submitted by the 5th of each month to WR-ALC/EMPP, Attn: Solid Waste Program Manager and to the Contracting officer.

6.6 Borrow Area

Borrow material shall be obtained from off base sources and non-Government controlled areas. Approved materials shall be those classified in ASTM D 2487 as GM, GC, SW, SP, SC, SM, CL and ML, and shall be free of trash, debris, roots or other organic matter, or stones larger than 3 inches (76 mm) in any dimension. These requirements shall be addressed in the specifications developed by the Contractor.

6.7 The Contractor's Staging Area shall be located as shown on construction drawings. A temporary chain-link security fence with vinyl screening material shall be provided around the perimeter of the staging area.

6.8 Haul Route

The haul route shall be as shown on the drawings and shall be coordinated with the Base Civil Engineer's Office, phone (912) 926-3533.

6.9 Utility Crossings of Existing pavement - When cutting existing pavement for placement of utilities at least half of the existing lanes must remain open at all times. If two-way traffic is not maintained traffic control must be provided by the contractor in accordance with section 01500. The designer shall allow for the sloping of the sides of the ditch at not less than 1-1/2 to 1. If sloping is not feasible a trench box or properly designed shoring may be used. The cut shall be made so as to provide edges cut neatly with a masonry saw. The fill, base, and pavement shall be specified as to provide a surface that does not settle and provides a smooth transition from existing to replacement pavement.

6.10 Utility Outages

Demolition and relocation of existing utilities will be coordinated for minimal impact to the systems and facilities that are served by these utilities. Outages shall not be greater than 8 hours. Provide temporary service and install new lines prior to demolition of existing utility lines to minimize outages.

Request utility outages in writing to the Contracting Officer a minimum of 21 days before the proposed outage. These will be scheduled at Government convenience and may be at times other than normal working hours. For example, the times may be on weekends or during the second and third shifts (including holidays, holiday weekends, and work curtailment days). These are at no additional cost to the Government.

6.11 Grading - Finished floor elevations for buildings shall be a minimum of 4 inches above the highest point of the adjacent outside finished elevation No flood plains exist within or immediately adjacent to the project area. Collection swales shall be a minimum distance of 10 ft.

away from the building. Ponding anywhere on the site will not be permitted.

The Visitor Center must meet ADA requirements. The grading of the Visitor Center site must be in accordance with slope limitations and access requirements as required for ADA.

6.12 Submittals

Provide the following submittals as required by the contract or as directed by the Contracting Officer.

<u>Description</u>	<u>Date Required</u>	<u>Checklist</u>
AF Form 483	Before final payment	_____
Crane Waiver Information	45 days prior to work	_____
Utility Outage Requests	21 days prior to outage	_____
Safeguarding LAN Com Lines	21 days prior to work	_____
Road/Parking Closure Request	21 days prior	_____
Govt Property Damage Notice	within 3 days of event	_____
Warning Tape	14 days after NTP	_____
Tracer Wire	14 days after NTP	_____
Before - Site Photographs	within 14 days of NTP	_____
After - Site Photographs	14 days before pre-final	_____
Fire Alarm Reports	At pre-final inspection	_____

6.13 Water Distribution System

No existing water lines or new water mains shall be allowed within the 10 foot line of new buildings. If any exist, they shall be removed and rerouted as required to keep the existing water distribution system functioning as originally intended. The Contractor shall provide a copper tracer wire no more than 18 inches below grade directly above all nonmetallic utility lines with plastic marking tape to provide means of determining alignment of pipe by metal detecting equipment.

6.13.1 General - Fire and Domestic Lines

Fire connection to the existing water distribution system shall be made at the existing water line running through the site. No lines shall run under buildings or structures. Fire lines shall be cathodically protected. Contractor shall perform soils test to determine requirements for cathodic protection system. Fire hydrant shall be placed in accordance with MIL-HDBK-1008C Paragraph 5.7. Designer must ensure that exiting water pressure and flow is adequate to meet flow requirements for new facilities as outlined in MIL-HDBK-1008C. MIL-HDBK-1008C may be found on the internet at <http://astimage.daps.dla.mil/docimages/0000/76/26/MH1008C.PD3>.

6.13.2 Mains

Mains shall be considered as that part of the distribution system supplying fire hydrants. Water distribution mains shall be of adequate size to satisfy fire flow requirements. The pipe, valves, and all other materials shall meet the American Water Works Association (AWWA) standards for a 150 psi working pressure system.

6.13.3 Flow Requirements

Water shall be supplied by mains of appropriate capacity to provide the building fire water demand in accordance with MIL-HDBK-1008C. The fire water demand is equal to the sum of the sprinkler demand, the hose demand and one half of the domestic water demand. Exterior hose demand shall be

in accordance with MIL-HDBK-1008C, 5.1.3. The pressure requirement shall be a minimum of 20 psi at any fire hydrant including friction, elevation or other pressure losses.

A fire flow test was conducted on the hydrant located near the northwest corner of Building 255. The test results are listed below:

Static Pressure	-	60 psi
Residual Pressure	-	50 psi
Fire Flow	-	1,300 gpm

The selected Contractor shall verify flow data after new branch connection is completed and verify that the necessary pressure and flow is available to meet the requirements specified.

6.13.4 Shutoff Valve

Curb stops are prohibited. New facilities shall be provided with a separate service and main shutoff valve, readily accessible to maintenance and emergency personnel. Shutoff valves in walks are prohibited.

6.13.5 Valve Boxes

Valve boxes shall be cast iron. Boxes shall be extension-type with slide-type adjustment and with flared base. The word "water" shall be cast in the cover. The boxes shall be of such length as will be adopted without full extension to the depth of cover required over the pipe at the valve location. Valve boxes shall be suitable for vehicle traffic and shall be bonded with the ferrous valve and be cathodically protected. The valve box shall have a protective coating applied using a coal tar epoxy.

6.13.6 System Testing

The Contractor shall perform hydrostatic testing of all new water lines in accordance with AWWA C600.

6.13.7 Disinfection

After leak testing is complete, flush pipe system with clean potable water until no dirty water appears at point of outlet. Disinfect the system as prescribed by AWWA C 601.

6.13.8 Sanitary Sewer System

Provide sanitary sewer to the nearest sanitary manhole via gravity flow or pump station if necessary. Sanitary sewer shall comply with all local, state, and national codes and standard practices.

6.14 Force Protection

6.14.1 Standoff Distances

Popup bollards are prohibited in the design of this facility. Low/easy maintenance pop-up wedges are the preferred active barrier. The following minimum separations shall be kept in the design:

Visitor Center -> 148 feet <- Gate house/Canopy
Search Canopy -> 148 feet <- Visitor Center
Building 215 -> 150' <- Closest edge of inbound traffic lane

6.14.2 Barrier Design

All new gates, active barriers and passive barriers shall be designed to stop a 5,000lb vehicle traveling at 60 mph (<-design vehicle). All passive barriers, active barriers, and gates shall be designed to stop the design vehicle within 10 feet. All new perimeter fencing shall be 6' high chain link fabric with minimum 9 gauge wire topped with three strands of barbed wire. Spike strips shall be mounted flush with the new pavement surface and spikes shall be manually retractable. System shall be pre-manufactured and shall cause no damage to vehicles exiting the base or entering the base when retracted. Proper drainage shall be provided at the spike strip to prevent water from standing within any of the equipment.

6.14.3 Building/Personnel Barriers

Barriers designed to stop the design vehicle within 5 feet shall be constructed in front of the gate house and in front of each of the personnel islands beneath the canopy. Barriers should be compatible with the architecture and decorative type barriers are preferred. Barriers are not required at the inspection station. Removable bollards shall be provided in the inbound lanes just before the gate house. The bollards should be placed such that traffic must weave through approximately 150' just before the gate house. When the bollards are placed only one lane of traffic will be able to be utilized. Removable bollards shall also be provided within the outbound lanes so that a weaving path approximately 150' long is achieved when installed. When the bollards on the outbound lanes are in place only one lane of traffic will be usable. Removable bollards shall be factory manufactured and each row of bollards shall be designed to stop the design vehicle. Bollards shall have handles or other devices to allow gate guards to easily install and uninstall bollards. A minimum of three rows of bollards will be required on the inbound and outbound lanes. Each row of bollards shall extend across the entire width of the road to allow for flexibility.

7. LANDSCAPING & EROSION CONTROL PLAN

7.1 Description

Robins Air Force Base consists of approximately 8,700 acres (3,520.89 ha), 72% of which have been developed for administrative, operational, or residential purposes. The majority of the developed area is occupied by buildings or paved areas, and is landscaped with numerous trees and shrubs. The remaining acreage, which surrounds the developed area, is forested.

- 7.1.1 Required Landscaping - provide hydroseeding in all disturbed areas. At completion of the project all disturbed areas not covered by buildings, pavement, other structures or other vegetation shall be fully grassed through the use of hydroseeding methods. This requirement shall not eliminate any other plantings required for erosion control. Plantings shall be provided as shown on the drawings. All new plantings shall be low maintenance and shall be provided with a drip type irrigation system.

7.2 Standards and Specifications:

- a. The contractor shall be required to submit information for a storm water runoff permit and sedimentation and erosion control permit to the Corps and to the base. Any changes required by reviewers shall be made by the design/build team. Permits shall be obtained by the base with

information provided by the design/build team. Contractor must also comply with Georgia's National Pollutant Discharge Elimination System (NPDES) throughout construction.

- b. Construct and Maintain all erosion and sedimentation control practices and measures in accordance with the approved sedimentation control plan and construction schedule. All erosion control measures shall be installed and maintained by the contractor until vegetation is re-established. Designs will conform to the publication entitled "Manual for Erosion and Sediment Control in Georgia," Latest Edition.
- c. A complete erosion control plan shall be submitted at the preliminary design stage for review by the Corps of Engineers and base and subsequent submittal to the local water pollution and control board for approval.

7.3 Landscape Instruction

- a. As many trees as is feasible shown on the drawings shall be preserved and protected.
- b. Any site development plans that propose modification of the Tree Management Plan (removal or addition of trees) must be approved by Robins AFB. U.S. Army Corps of Engineers Area Office will be responsible for coordination with Robins AFB Landscape Architect (Fred Hursey 478-926-1197 Ext. 207).

7.4 Erosion Control Instructions

For an erosion and sedimentation control program to be effective, it is imperative that provisions for sediment control measures be made in the planning stage. These planned measures, when conscientiously and expeditiously applied during construction, will result in orderly development without adverse environmental degradation.

In planning construction work, it may be helpful to outline all land disturbing activities necessary to complete the proposed project. Then list all practices needed to control erosion and sedimentation on the site. These two lists can then be combined in logical order to provide a practical and effective construction sequence schedule.

The construction sequence schedule shown below is part of the Erosion and Sedimentation Control Plan.

7.4.1 Construction Activity

Schedule Consideration:

1. Obtain all plan approvals and other applicable permits.
2. Flag the work limits and mark the trees and buffer areas for protection.
3. Hold preconstruction conference at least one week prior to starting construction.
4. Construction Access - Construction entrance, construction routes, equipment parking areas. First land disturbing activity - stabilize bare areas immediately with gravel and temporary vegetation as construction takes place.
5. Sediment traps and barriers - Basin traps, sediment fences, and outlet protection. Install principal basins after construction site is

- accessed. Install additional traps and barriers as needed during grading.
6. Runoff Control - Diversions, perimeter dikes, water bars, and outlet protection. Install key practices after principal sediment traps and before land grading. Install additional runoff-control measures during grading.
 7. Runoff Conveyance System - Stabilize streambanks, storm drains, channels, inlet and outlet protection, slope drains. Where necessary, stabilize streambanks as early as possible. Install principal runoff conveyance system with runoff-control measures. Install remainder of system after grading.
 8. Land Clearing and Grading - Site preparation - cutting, filing and grading, sediment traps, barriers, diversions, drains, surface roughening. Begin major clearing and grading after principal sediment and key runoff-control measures are installed. Clear borrow and disposal areas only as needed. Install additional control measures as grading progresses. Mark trees and buffer areas for preservation.
 9. Surface Stabilization - Temporary and permanent hydroseeding, mulching, sodding, riprap. Apply temporary or permanent stabilization measures immediately on all disturbed areas where work is delayed or complete.
 10. Building Construction - Buildings, utilities, paving. Install necessary erosion and sedimentation control practices as work takes place.
 11. Landscaping and Final Stabilization - Topsoiling, trees and shrubs, permanent hydroseeding, mulching, sodding, riprap. Last construction phase -- stabilize all open areas, including borrow and spoil areas. Remove and stabilize all temporary control measures.

24 Hour Contact Person Responsible for Erosion and Sedimentation Controls:

Bob Sargent
Environmental Management
216 Ocmulgee Ct.
Robins Air Force Base, Georgia 31098-1646
Day - 912-926-1197, Ext. 156
Night - 912-926-1113

7.4.2 Erosion Control Structural Practices:

In some instances, vegetative cover and mulches alone will not provide sufficient protection from the erosive forces of water. In such cases, alternate structural practices can be used to curb erosion and sedimentation during land disturbing activities. These practices should be planned and employed in a practicable combination with vegetative and mulching measures.

Structural practices must be adequately designed and properly installed to accomplish the desired objective. Design should be based on the appropriate storm discharge and velocities. Consideration should be given to the damage potential, safety hazards, planned life and required maintenance of each individual structural practice.

7.4.3 Vegetative Measures:

Vegetative practices may be applied singularly or in combination with other conservation measures. They may be either short lived or a permanent

nature. Subsoils, mixtures of soils and soils with varying organic matter content will be encountered when soil surface is disturbed. Unfavorable growth conditions such as acidity, low fertility, compaction, and adverse moisture contents are often prevalent. These conditions are difficult to overcome but must be eliminated if adequate plant growth is to be obtained. Steep gradients and long slopes are often present on areas to be vegetated. These areas are subject to erosive forces from rainfall impact and flowing water and will require special techniques and grasses which will resist erosion. Establishing vegetation is possible, however, with techniques and plants developed over the years.

7.4.4 Temporary Vegetation:

In many instances, grading of areas is completed at a time when it is not practical to try to establish permanent vegetation. These areas can be stabilized by planting instead of variety of temporary annual grasses such as rye grass, small grains, and similar species. These temporary grasses will provide a rapid cover that can later be worked into the soil to provide organic matter when permanent vegetation is established. Every effort should be made to select temporary plants that will be compatible with the final permanent vegetation.

7.4.5 Permanent Vegetation:

A wide selection of various grasses, legumes, ground cover, trees, and shrubs can be used for permanent vegetation. It is imperative that the final selection of plants be based on the adaptability of those plants to the topography climate. Ease of establishment, life expectancy, maintenance requirements, aesthetics, and any other special qualities should be considered. It is desirable to select plants requiring little maintenance. Many plants can be used to improve the aesthetics of a site and still be effective soil stabilizers. Special attention should be given to steep cut and fill slopes where plants requiring little maintenance must be utilized.

7.4.6 Mulching:

It will often be impractical to stabilize an area with vegetation. Excellent soil stabilization can be otherwise achieved using wood chips, asphalt emulsion, jute matting, and synthetic fibers. Areas where final grade has been reached can be stabilized with mulch and hydroseeded at the proper time for permanent grasses. Mulches allow for greater infiltration of water into soil; reduce the amount of runoff; retain seeds, fertilizer, and lime in place; and improve soil moisture and temperature conditions. Mulch is essential in establishing good stands of grasses and legumes on disturbed area. In order to prevent movement by wind or water, it is important that the mulch be anchored to the soil. Soil stabilization within 100 feet of airfield pavements shall utilize soil stabilization techniques able to resist wind from aircraft on airfield pavements.

Weekly inspection of the grass cover shall be performed to identify areas requiring reestablishment of grass.

7.4.7 Maintenance Program:

- a. The escape of sediment from the site shall be prevented by the installation of erosion control measures and practices prior to, or concurrent with, land disturbing activities.
- b. Erosion control measures will be maintained at all times. If full implementation of the approved plan does not provide for effective

- erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source.
- c. All areas of grade work, particularly cut areas, shall be kept shaped and drained during construction. All drainage swales, pockets, depressions, low lines, and outlet ditches shall drain effectively at all times. Graded areas shall be protected against action of the elements prior to acceptance of the work. Settlement or washing that may occur shall be repaired by the Contractor, and grades shall be re-established before gradework will be considered complete.
 - d. Sediment control structures will be cleaned as necessary to provide adequate storage volume for subsequent rains. Sediment removed from structures shall be spread on the site and stabilized in such a manner that it will not erode from the site.
 - e. Maintain the construction exit in a condition to prevent mud or sediment from leaving the site. This may require periodic topdressing with stone. Immediately remove all objectionable materials spilled, washed, or tracked onto public roadways.
 - f. Reaccomplish hydroseeding and mulch areas where seedling emergence is poor, or where erosion occurs. Protect from traffic as much as possible. Inspect all mulches periodically, and after rainstorms to check for rill erosion, dislocation or failure. If washout occurs, repair the slope grade, reaccomplish hydroseeding and reinstall mulch.
 - g. Inspect riprap outlet structures after heavy rains to see if any erosion around or below the riprap has taken place or if stones have been dislodged.
 - h. Follow the construction sequence throughout the project development. When changes in construction activities are needed, amend the sequence schedule in advance to maintain management control. Orderly modification assures coordination of construction and erosion control practices to minimize erosion and sedimentation problems. When major changes are necessary, send a copy of the modified schedule to the local sediment control agency. Sediment and erosion control measures will remain in place and be maintained until the disturbed areas are stabilized.

7.5 Tree Protection

Tree protection zones - shall be established and maintained for each tree preserved on the site. The minimum tree protection zone, except for palm-type trees, shall be an area centered on each tree with a radius in feet equivalent to the tree diameter in inches measured at breast height. Palm-type trees shall have a minimum tree protection zone diameter equal to the diameter of the leaf crown. The minimum tree protection device shall be a fence constructed at, and around, the perimeter of the tree protection zone and constructed of 2"x4"x6'-0" (50.8 mm X 101.6 mm X 1.83 m) posts with one 2"x4"x12'-0" (50.8 mm X 101.6 mm X 3.66 m) rail nailed to the top of each adjacent post. The minimum rail height shall be 4 feet (1.22 m). Prefabricated, reusable fencing materials may be used upon approval of the Contracting Officer. Tree protection devices shall be erected as soon as practical prior to the start of construction and shall remain in place until final inspection of the project has been successfully completed. Broken or dislodged tree protection devices shall be immediately repaired. No vehicles shall be parked, or construction material stored, or substances spilled or disposed of or placed within the tree protection zone at any time.

Trees are to be felled in a direction away from trees which are to remain. Construction operations shall be conducted so as to prevent damage by falling trees to trees, foliage, and plant material left standing, to existing structures and installations, and to those under construction, to property existing outside the areas to be cleared, and so as to provide

for the safety of employees and others. All stump holes must be filled in using clean fill dirt, placed in one foot lifts, and adequately compacted.

All cleared material shall be recycled or disposed of off of the installation. Recycling is preferred over disposal.

8. ARCHITECTURAL DESIGN REQUIREMENTS.

8.1 GENERAL

The facility shall meet the functional requirements described herein and shall comply with Base Facility Standards, Robins Air Force Base, and Robins Air Force Base Architectural Compatibility Standards. The basic structure will be CMU, steel studs, brick walls and structural standing seam metal roof. The exterior shall be designed for durability and attractiveness with minimal required maintenance and shall carry a theme, which is compatible with existing structures on the base. The building colors and exterior appearance shall be submitted to the Robins Air Force Base Architectural Review Board for approval prior to proceeding with the final design.

8.1.1 ARCHITECTURALLY SIGNIFICANT PROJECT

The Base Entrance/Visitors Center has been designated an Architecturally Significant Project (ASP). This designation requires the project be designed to impart an immediate impression of professionalism and commitment to facilities and installation excellence. The entry control facility (ECF) and site-layout, design, and architecture will establish a first impression to those visiting the installation and a daily one for those working on the installation. The site design is critical and must appear inviting, uncluttered and orderly despite the need for many visually competing elements.

8.1.2 CONCEPT

The concept design should emphasize the architectural planning, image, compatibility and exterior/interior volumetric development of the ECF. The concept design will produce ASP deliverables including initial contextual photos/video, sketch-form site analysis plan, site plan, floor plans, building elevations, architectural cross-sections and perspective views of the ECF, to show their individual development and relationship to the surrounding development, see Section 01012 for ASP submittal requirements. The concept design must be approved by the Command Civil Engineer (HQ AFMC/CE) before the design can proceed beyond the 35% submittal phase. The designer is encouraged to refine their proposal and coordinate the ASP deliverables with the government design team before submitting the final developed concept.

8.1.3 RENDERING

Final renderings must be submitted at the 60% submittal. Architectural renderings shall be as required by the AFMC Facility Quality Program. The Contractor shall provide the original and three copies of each ground level perspective artist's renderings of completed typical facilities with walks, parking, and landscaping. Renderings shall be no smaller than 14" x 18" or larger than 24" x 36", multi-colored, and shall be suitably titled, matted, and framed. The Contractor shall also provide the

rendering in "jpg" or "bmp" electronic format, either scanned or created electronically.

8.2 FUNCTIONAL LAYOUT

Functional requirements are described as follows:

8.2.1 GATE HOUSE

8.2.1.1 Spaces: The Gate House shall have the following spaces: guard room, dog cage/kennel, staff toilet room, storage closet, and three covered entry lanes. There will also be a Covered Inspection Area separate from the Gate House, but closely associated with it. There will also be a remote POV Overwatch with clear view of the entrance facilities.

8.2.1.2 The Gate House will be occupied 24 hours a day. The Gate House shall serve as an area of refuge in the event of an attack. The guardroom shall have windows that allow for a clear view of the on-coming traffic, entry point and adjacent Covered Entry Lanes. The guardroom will contain two work computer stations suitable for the ID check process, either manual or via technology. There will be 4 to 5 guards. The storage closet will have five adjustable shelves. Provide a water fountain, dog cage, M-16 rifle rest, under-counter refrigerator and three lockers. The staff toilet room will have a plastic laminate lavatory cabinet.

8.2.1.3 The Covered Entry Lanes will be occupied 24 hours a day. The Covered Entry Lanes will be adjacent to the Gate House. The Covered Entry Lanes shall be an extension of the Gate House canopy. The Covered Entry Lanes shall be three lanes wide with three 5'0" wide inspection sidewalks between each of the lanes and beside the Gate House. The depth of the covered entry will allow for two cars to line up in each lane.

8.2.1.4 The Covered Inspection Area will be occupied 24 hours a day. The Covered Inspection Area shall be two lanes wide with three 4'-0" wide inspection areas (level with the pavement) on both sides of the lanes to allow inspection of the vehicle from both sides. The depth of the covered inspection area will allow for two cars to line up in each lane. The covered inspection area will be screened from the incoming traffic's view. There will be a 8'-0" wide by 10'-0" long by 6'-0" high chain link fence dog enclosure adjacent to the Covered Inspection Area. The fenced dog enclosure shall be shaded and shall be screened from public view.

8.2.1.5 The POV Overwatch will be located to afford a clear overview of the entire entry. This overwatch is to be a hidden position with a 10'-0" by 20'-0" concrete pad behind a 3'-0" high concrete wall/protective barrier faced with brick and concealed by the landscaping for aesthetic and tactical purposes. Control of signals and barrier deployment is to also be located at the Overwatch.

8.2.2 VISITOR'S CENTER

8.2.2.1 The Visitor's Center will be open to the public from 0600 to 1630 (6:00 a.m. to 4:30 p.m.). Staff will occupy the Visitor's Center from 0600 to 1800 (6:00 a.m. to 6:00 p.m.). The Visitor's Center shall have the following spaces: a waiting area, service area, customer data input area, vending machine area, men's restroom, women's restroom, clerk's area, administrative office, staff break room, staff toilet, janitor's closet, mechanical room and telephone/communication/electrical closet.

8.2.2.2 The Waiting Area will provide enough space for a minimum of fifty visitors. Provide space for two public phones, two vending machines (snacks and drinks) and a can recycle bin. A water fountain shall be

available to the public. The display area for the base officer photos and base map should be visible to the public from this space.

- 8.2.2.3 Men's Restroom and Women's Restroom will be convenient to the waiting area and be handicapped accessible.
- 8.2.2.4 The Customer Data Input Area will provide two computer stations/counters, which can be used by visitors to enter registration data. Provide a rack to hold brochures and application forms at the counters. Each computer station will be networked to each processing station and office area to access registration information.
- 8.2.2.5 The Service Area will be located between the Waiting Area and the Clerk's Area. Signs indicating the criteria for obtaining a pass must be located so the public can see the criteria before reaching the counter.
- 8.2.2.6 The Clerk's Area will provide a processing service counter with sufficient space for three computer workstations. There will be three clerks and a guard in this space. Storage for office supplies and forms shall be located in cabinets beneath the counter. The cabinets and countertop will be plastic laminate. The Clerk's Area shall have windows that allow for a clear view of the Gate House.
- 8.2.2.7 The Administrative Office will contain two work stations/counters with cabinets and drawer bases. The Administrative Office will be located close to the Clerk's Area. There will be two administrators in this area.
- 8.2.2.8 The Break Area will have a small kitchen/coffee area with both upper and lower cabinets (nominal 2'-0" x 8'-0"), a sink, and space for a microwave, coffee maker and a refrigerator, and room for a table with 6 chairs. The cabinets and countertop will be plastic laminate. The Break Area shall not be accessible to the public.
- 8.2.2.9 A unisex Staff Toilet will be provided near the Break Area.
- 8.2.2.10 The Janitor's Closet will have a service sink, mop/broom hangers and shelving to store cleaning supplies.
- 8.2.2.11 The Mechanical Room and Telephone/Communication/Electrical Closet shall not be accessible to the public.

8.3 APPEARANCE

Architectural design shall be visually compatible with existing Gate Houses. See attached photo.



Existing Gate House

8.4 ACCESSIBILITY

Use the "Uniform federal Accessibility Standard" (UFAS) AND the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities" (ADAAG). The Visitor Center will be handicapped accessible. The Gate House will not be handicapped accessible.

8.5 ANTITERRORISM/FORCE PROTECTION

This facility shall be designed to comply with the Unified Facilities Criteria-DOD Minimum Antiterrorism Standard for Buildings contained in Appendix G. Special design features, which must be included, are as follows:

- Seismic requirements must be used for added support for suspended ceilings, light fixtures, mechanical and electrical ducting and pipes.
- The exterior envelope of the Gate House, including windows and doors must meet ballistic protection and fragmentation protection from explosive devices of N. I. J. Level III per National Institute of Justice 0108.01.
- The exterior envelope of the Visitor's Center will have no ballistic rating. The glazing will be shatterproof.

The above list isn't necessarily a complete listing of all of the requirements. It is the Contractor's responsibility to review

Appendix G and make the final determination as to which construction features are required.

8.6 CONSTRUCTION TYPE, FIRE PROTECTION AND LIFE SAFETY

These facilities shall comply with UFC 1-200-01, "Design: General Building Requirements". Refer to MIL-HDBK-1008C, "Fire Protection for Facilities Engineering, Design and Construction," for fire protection and life safety requirements. Any reference to the UBC in MIL-HDBK-1008C shall be substituted with IBC. Exceptions to the use of the IBC are identified in UFC 1-200-01.

8.7 AREA

8.7.1 GROSS AREA

The gross area of this facility shall not exceed the following, measured in accordance with AFI 32-1084:

Gate House area: 270 gross square feet.

Visitors Center area: 2,150 gross square feet.

Total area for Entrance Facility: 2,420 square feet.

The information shown below is an overview of gross area calculation requirements. Refer to AFI 32-1084 for specific instructions.

8.7.2 NET AREA

The final design may necessitate variations in the nominal net square footages for each space. Net square footage is the interior usable space, which does not include the circulation area (hallways) and the area occupied by the interior and exterior walls.

8.7.2.1 Gate House

Guard Room	140 net square feet.
Dog Cage	10 net square feet.
Toilet	24 net square feet.
Storage	6 net square feet.
Covered Entry Lanes (Excluded Space)	2,040 net square feet.

8.7.2.2 Covered Inspection Area

Covered Inspection Area (Excluded Space)	2,625 net square feet.
Fenced Dog Enclosure (Excluded Space)	80 net square feet.

8.7.2.3 POV Overwatch

POV Overwatch (Excluded Space)	200 net square feet.
--------------------------------	----------------------

8.7.2.4 Visitor's Center

Waiting Area	650 net square feet.
Service Area	150 net square feet.
Customer Data Input Area	120 net square feet.
Vending Machine Area	52 net square feet.
Men's Restroom	80 net square feet.
Women's Restroom	80 net square feet.
Clerk's Area	225 net square feet.
Administrative Office	200 net square feet.
Staff Break Room	60 net square feet.
Staff Toilet	25 net square feet.
Janitor's Closet	25 net square feet.
Mechanical Room	30 net square feet.
Telephone/Communication/Electrical	20 net square feet.

8.7.3 ENCLOSED SPACE

The gross area includes the total area including all enclosed spaces as determined by the outside dimensions of the building.

8.7.4 HALF SPACE

One-half of the area will be included in the gross area for covered raised loading platforms and covered exterior usable areas such as covered porches and covered walkways.

8.7.5 EXCLUDED SPACE

Open paved areas; roof overhangs, canopies and soffits for weather protection; uncovered ramps; uncovered stoops; covered unpaved/paved areas; and utility tunnels and raceways will be excluded from the gross area.

8.8 EXTERIOR CONSTRUCTION

This facility shall be designed and constructed to provide a watertight durable facility consistent with industry standards and compliant with model building and energy codes. Appearance, materials and colors shall comply with The Robins Air Force Base Architectural Compatibility Standards and the Base Facility Standards, Robins Air Force Base, GA. The following paragraphs are an overview of the exterior construction requirements.

8.8.1 Exterior Wall Construction

8.8.1.1 The Gate House ballistic protection and fragmentation protection from explosive devices shall be provided by designing for type III ballistic protection in accordance with National Institute of Justice 0108.01. The Gate House shall have as a minimum 8" thick CMU, solid filled cells with brick veneer, the cavity between the two masonry wythes shall have rigid insulation. The interior side of this wall will be finished with 2-1/2" metal furring with 5/8" gypsum board. Construction shall conform to ACI ASCE 530 and ACI ASCE 530.1.

8.8.1.2 The Visitor's Center shall have as a minimum structural steel studs with brick veneer, there will be rigid insulation sheathing atop the studs with batt insulation between the studs. The interior side of this wall will be finished with 5/8" gypsum board.

8.8.2 Brick

Shall conform to ASTM C 652. The design basis for the Robins Air Force Base standard brick is "Red Mattex" as manufactured by Boral Bricks, Inc., Burns Division; or equal as approved by the Base Architectural Compatibility Manager. Brick color, size and shape shall match Base Architectural Compatibility Standards. Grade SW shall be used.

8.8.3 Reinforced poured concrete or concrete masonry units (CMU) shall conform to ASTM C 90, Type I, normal weight. Thickness as required by design to provide required ballistic protection and blast resistance.

8.8.4 Joint Reinforcing shall be minimum 9-gauge zinc coated steel wire, in ladder type design with cross wires not less than 14-gauge and at not more than 8 inch on center. Joint reinforcing in flat sections shall not be less than 8 ft long except at corners and other special shapes. Joint reinforcing shall comply with ASTM A 82 and ASTM A 153, class B-2.

8.8.5 Pipe Railing

All hand and guardrails shall meet all requirements of the UFC 1-200-01 and ADAAG. Provide steel pipe railings with baked enamel finish. Color and picket design shall be selected by Contracting Officer from manufacturer's standards.

8.8.6 Wood

Wood shall not be used for miscellaneous nailers, blocking etc.

8.9 ROOFING

8.9.1 All buildings and structures in this project shall have the same roofing system, described as follows. All roof material will be a Structural Standing Seam Metal Roof (SSSMR) System in compliance with RAFB Base Facility Standards and the Corps of Engineers Structural Standing Seam Metal Roof Specification that is included in appendix K of this section. Provide a twenty year warranty on weathertightness and a twenty year warranty on materials as indicated in the attached specifications.

8.9.2 The roof configuration shall include a 3:12 slope over the entire facility not to exceed 65 feet in height. Provide a continuous roof slope to the perimeter of the building. Do not design interior valleys or depressions that will form ponds. The color of the roof shall match Robins AFB standard color #62.

8.9.3 Rigid roof insulation shall be a standard product of the manufacturer and shall be suitable for installation between the roof system and the structural deck. Exposed to view blanket insulation systems are not acceptable. Blanket insulation may be used above the rigid insulation to reduce thermal bridging. Insulation shall have minimum R value in accordance with AF ETL 94-4. Minimum thickness shall be as recommended by the manufacturer.

8.9.4 Flat Roofs - flat roofs are not permitted.

8.9.5 Flashing, trim and other roofing accessories shall be in compliance with RAFB Base Facility Standards and the Corps of Engineers Structural Standing Seam Metal Roof Specification that is included in this solicitation.

8.9.6 Gutters - will be provided at all roofs, Gate House with Covered Entry Lanes, Covered Inspection Area and Visitor's Center. The Gate House with Covered Entry Lane and Covered Inspection Area downspouts shall connect to the storm drainage system, provide 4'-0" high downspout boots. The Visitor's Center will have splash blocks at the base of all downspouts. Concealed gutters are not permitted.

8.10 EXTERIOR SOFFITS AND CEILINGS

Soffits and exterior ceilings shall be 0.0299 inch galvanized steel vented linear panels with a polyvinylidene fluoride finish. The exterior ceilings and soffits above all vehicle lanes shall be a minimum of 17'-6" clear height. The light fixtures shall be recessed to maintain the clear height.

8.11 INSULATION

8.11.1 Thermal Insulation: Rigid and batt insulation shall have a minimum R-value in accordance with AF ETL 94-4.

8.11.2 Sound Insulation: Transfer of sound between the toilet rooms, break room, waiting area and office spaces shall be minimized. Minimum sound Transmission Class (STC) ratings for applicable room assemblies shall be 45. Sound insulation shall be minimum 3 1/2" thick fiberglass sound attenuation batts.

8.12 DOORS AND FRAMES

Doors and frames shall be factory fabricated in accordance with SDOI SD-100. Doors and frames shall be installed in accordance with DH1 A115.IG-94. Door grade shall be heavy duty (Level II). Exterior doors shall be insulated. Double doors and frames shall not have center mullions. Exterior doors and frames shall be designation G60 galvanized. Doors and frames shall be prepared (reinforced, drilled and tapped) to receive hardware conforming to the templates and information provided under paragraph Hardware. Rubber silencers shall be furnished for installation into factory pre-drilled holes in door frames. Exterior doors shall have top edges closed flush and sealed against water penetration. Interior doors shall be solid core center matched oak veneer.

8.12.1 The Gate House ballistic protection and fragmentation protection from explosive devices shall be provided by designing for type III ballistic protection in accordance with National Institute of Justice 0108.01. Any exterior door lite or vision panel glazing for the Gate House shall be per paragraph 8.14.2.

8.12.2 Fire rated door assemblies shall bear the listing identification label of a nationally recognized testing laboratory qualified to perform test of fire door assemblies in accordance with ASTM E 152 and having a listing for the tested assemblies.

8.12.3 Entry doors and doors to all public spaces and utility spaces shall be a minimum size of 7 feet high x 3 feet wide x 1 1/4 inch thick.

8.12.4 Sealant to provide a weather tight structure.

8.13 STOREFRONT SYSTEM

Doors and frames at all entries for the Visitor's Center shall be medium stile doors in aluminum storefront system. Extrusions shall comply with

ASTM B 221, Alloy 6063-T5. Aluminum sheets and strips shall comply with ASTM B 209, alloy and temper best suited for purpose. Fasteners shall be hard aluminum or stainless steel. Glazing shall be per paragraph 8.14.5.

8.13.1 Finish - Shall be polyvinylidene fluoride finish, Robins 62 to match color listed in Architectural Compatibility Standards Robins Air Force Base, Appendix B.

8.13.2 Minimum metal wall thickness shall be 1/8 inch, except for glazing beads, moldings and trim, which shall be not less than 1/16 inch. Frames that are to receive glass shall have removable snap-on glass stops and glazing beads. Joints in frame members shall be milled to hairline watertight fit, reinforced, and secured mechanically by steel clip arrangement or by screw spline attachment. Frames shall have a minimum total average unit thermal resistance R value of 1.92.

8.13.3 Doors - Shall not be less than 1 3/4 inch thick. Doors shall have medium stiles and rails fabricated from extruded aluminum hollow seamless tubes or from a combination of open-shaped members interlocked or welded together. Doors shall have a minimum total average unit thermal resistance R value of 1.92.

8.14 WINDOWS AND GLAZING

8.14.1 All windows shall be commercial grade, fixed type.

8.14.2 The Gate House window frames and glazing shall be designed to comply with UFC 4-010-01, DOD Minimum Antiterrorism Standards for Buildings, see Appendix G. The Gate House ballistic protection and fragmentation protection from explosive devices shall be provided by designing for type III ballistic protection in accordance with National Institute of Justice 0108.01. Multiple layer laminated glass clad polycarbonate nominal 2.81" thick. Provide bronze tinted laminated glass.

8.14.3 Security window for Gate House shall be a stainless steel framed unit with a recessed deal tray with a lid in a built-in counter and a talk-thru port.

8.14.4 All windows on the new Gate House shall be similar in size and layout to the existing Gate Houses. The windows shall provide a 180 degree unobstructed view from the inside of the Gate House in the direction of the incoming traffic.

8.14.5 The Visitor's Center shall have insulated glass composed of two layers of 1/4" laminated glass. The 1/4" laminated glass consists of two nominal 1/8" glass panes bonded together with a minimum of 0.030" polyvinyl-butylal (PVB) interlayer. Provide bronze tinted laminated glass. There will be windows in the Waiting Area, the Clerk's Area, the Administrative Office and the Break Area.

8.14.6 Finish - Shall be polyvinylidene fluoride finish, Robins 62 to match color listed in Architectural Compatibility Standards Robins Air Force Base, Appendix B.

8.15 HARDWARE

Hardware to the extent possible, all hardware shall match in style and finish and be from one manufacturer. The door hardware shall be compatible with the Robins Air Force Base master keying system, Best Lock or other equivalent compatible systems. All hardware shall be Grade 1 and shall comply with BHMA standards indicated below:

- 8.15.1 Hinges shall conform to BHMA A156.1. Hinges used on metal doors and frames shall also conform to BHMA A156.7. Hinges used on exterior doors and fire rated doors shall be stainless steel, ball bearing type installed with stainless steel screws. Hinge size shall conform to the manufacturer's printed recommendations. Provide 1-1/2 pairs of hinges on each single door and three pairs on double doors for doors up to 3 feet x 7 feet high. Ball bearing hinges shall be provided at all doors equipped with closers.
- 8.15.2 Bored locksets, latchsets, and strikes shall conform to BHMA A156.2, Grade 1. Provide a lockset at all interior doors to public and service support spaces and all utility spaces.
- 8.15.3 Mortise locksets, latchsets and strikes shall conform to ANSI/BHMA A156.13, operational Grade 1. Strikes for security doors shall be rectangular without curved lip. Mortise type locks and latches for doors 1 1/2 inch thick and over shall have adjustable bevel fronts or otherwise conform to the shape of the door. Mortise locks shall have armored fronts. Mortise locksets shall be used on all exterior doors to the greatest extent possible.
- 8.15.4 Lock cylinders shall comply with BHMA A156.5 and shall have not less than seven pins and shall have key removable type cores. Removable cores shall be compatible with the existing Robins Air Force Base system. Locks shall be master keyed in accordance with the Robins Air Force Base requirements.
- 8.15.5 The main entrance doors to the Waiting Area in the Visitors Center shall have an automatic door opener.
- 8.15.6 Thresholds shall conform to BHMA A156.21. Exterior door thresholds shall be extruded aluminum and shall provide the proper clearance and form an effective seal with the door bottom weatherseal.
- 8.15.7 Weatherseals for head and jambs shall be extruded aluminum retainers with minimum 1/12-inch wall thickness with industrial/commercial grade vinyl, neoprene, silicone rubber or polyurethane inserts. Weatherseals shall be installed snug to door and secured in place as recommended by the manufacturer. Provide an extruded aluminum drip cap at the head of all exterior doors without head protection.
- 8.15.8 Exterior door bottom seals shall be extruded aluminum retainers with minimum 1/12-inch wall thickness. Seals shall be designed for the intended purpose and shall provide an effective seal with the threshold to exclude light, drafts, dirt, water and insect entry.
- 8.15.9 Keying - All keyed locks shall be "Master Keyed" with Best Lock seven pin interchangeable cores, removable by control key, with two sets of master keys furnished to the Contracting Officer. Furnish four sets of keys for each lock, four blank keys for each lock, one extra set of cores and a key control storage system, conforming to ANSI A156.2/BHMA 601. Change keys for locks shall be stamped with change number and the inscription "U.S. Property - Do Not Duplicate". Provide control key directly to PWBC Locksmith Shop.
- 8.15.10 Surface type door closers shall conform to BHMA A156.4, Grade 1, Series C02000 with options PT-4F (exterior doors) and PT-4H (interior doors). Closers for out-swinging exterior doors shall have parallel arms. Closers shall be provided on all exterior doors, toilet room doors and the janitor's closet door.

8.15.11 Exit Devices and Exit Devices Accessories shall conform to BHMA ANSI/BHMA A156.3, Grade 1.

8.15.12 Door Protection Plates shall be of aluminum or stainless steel.

8.15.13 All pad mounted transformers, Exterior pad mounted switchgear cabinets, etc. Shall be equipped with Best Lock Corporation padlock No. 21B720L-R with core No. 8A59, 1-1/2 short shank. All high voltage equipment on Robins Air Force Base shall have this same lock.

8.16 INTERIOR PARTITIONS

Non-load bearing studs shall be prefabricated minimum 22 gauge steel, C-shaped, conforming to ASTM C 645. Regular and Type X gypsum shall conform to ASTM C 36. Water resistant gypsum board shall conform to ASTM C 630 regular or Type X with water resistant paper face. Party wall partitions separating Men's and Women's restrooms shall extend a minimum of 12" above the ceiling to provide a security and sound barrier. The interior side of the CMU wall will be finished with 2-1/2" metal furring with 5/8" gypsum board.

8.17 EXTERIOR FINISHES

8.17.1 The finished exterior colors must match the Robins Air Force Base color scheme as described in the Architectural Compatibility Standards, see Appendix B.

8.17.2 Exterior brick shall be unpainted, color: The Base's standard brick is Boral Brick Corporation's Red Matrix or as approved by the Base Architectural Compatibility Manager per the Architectural Compatibility Standards Robins Air Force Base, see Appendix B.

8.17.3 Roof - The color of the roof shall be Robins 62 or as approved by the Base Architectural Compatibility Manager per the Architectural Compatibility Standards Robins Air Force Base, see Appendix B.

8.18 INTERIOR FINISHES

Finishes shall be durable and convey the appropriate aesthetics such as would be expected for a typical facility/space of this type in the commercial sector. Sustainable design consideration shall be incorporated into finish selections and buildings aesthetics. Interior Finishes required for the facility are described in Architectural Compatibility Standards Robins Air Force Base, see Appendix B, AFMC Facility Architectural Design Program, see Appendix C, and in the following paragraphs.

8.18.1 Ceramic tile and quarry tile shall be standard grade conforming to ANSI A137.1. The basic durability classification for floor tile is Class IV Plus per ASTM C 1027. Floor tile shall have a minimum coefficient of friction of 0.60 (wet and dry) in accordance with ASTM C1028. Ceramic mosaic tile shall be unglazed porcelain with cushion edges. Glazed wall tile shall be cushion edged with matte glaze. Quarry paver tile shall be unglazed with cushioned edges. Provide all base and edge trim tile to match. Tile floors shall be installed in accordance with TCA-01 method F114-01 (interior) for thick set applications to accommodate floor drains. Tile floors shall be installed in accordance with TCA-01 method F102-01 (exterior) or F115-01 (interior) for thin set applications. Wall tile shall be installed in accordance with TCA-01 methods W211-01 or W223-01; where not installed over CMU, tile shall be installed over concrete backerboard. Tile wainscots shall be a minimum of four feet high on all toilet room walls.

8.18.1.1 The toilets shall all have mosaic tile floor with matching base. The walls shall have a 4'-0" tile wainscot. The guard room, storage, waiting area, service area, vending area, break area, and janitor's closet shall have quarry tile floor with matching base.

8.18.2 Vinyl composition tile (VCT) shall conform to ASTM F 1066, Class 1 or Class 2, composition 1, asbestos free. Tile shall have a minimum thickness of 1/8 inch. Tile shall be installed with adhesive in accordance with the manufacturer installation instructions.

8.18.2.1 The telephone/communication closet and the mechanical room will have a VCT floor with a rubber/vinyl base.

8.18.3 Carpet tile shall comply with ETL 00-6 Air Force Carpet Standard. Carpet shall have a minimum warranty as stated in ETL 00-6. Carpet selection and installation shall be in accordance with the Air Force Carpet Selection Handbook, which is available at this web site: <http://www.afcee.brooks.af.mil/dc/dcd/interior/indespubs/carpetselecthndbk.PDF>. Carpet must be made with a branded nylon fiber.

8.18.3.1 The Contractor shall provide a minimum of 10 percent extra of each pattern and/or color of the carpet as spares for replacement.

9.18.3.2 The clerk's area and administrative office shall have carpet tiles with a rubber/vinyl base.

8.18.4 Painting - The term painting shall include all emulsions, epoxy, enamels, paints, stains, varnishes, sealers, cement-emulsion fillers and other coatings, whether used as the prime, intermediate or finish coat. Painting shall conform to the requirements of the U.S.G.F. grade specification and shall be three coat work for all interior and exterior surfaces except where specifically noted otherwise by the guide specification.

Paint containing lead in excess of 0.06 percent by weight of total nonvolatile content (calculated as lead metal) shall not be used. Paint containing zinc chromate or strontium chromate pigments shall not be used. Low-emitting materials are strongly recommended to improve indoor air quality.

All colors, both interior and exterior, shall be submitted in the Structural Interior Design (SID) package for approval. Exterior equipment such as mechanical equipment, transformers, etc. shall be painted as per the Installation Design Guide.

8.18.4.1 All interior walls shall have a latex enamel base coat with a three-color splatter texture finish per Federal Test TT-C555B.

8.18.5 Acoustical Ceiling Tiles - maximum size allowed shall be 24 inch x 24 inch. 24 inch x 48 inch ceiling tiles will not be permitted. Ceiling heights will be minimum of 9'-0" in all spaces, except for the waiting area which will be a minimum of 10'-0".

8.18.5.1 Acoustical units shall conform to ASTM E 1264, Class A.

8.18.5.2 Suspension system shall conform to ASTM C 635, fire rated, exposed grid, intermediate duty.

8.18.5.3 Ceiling attenuation class (CAC) range of acoustical units, when required, shall be determined in accordance with ASTM E 1414. Test ceiling shall be continuous at the partition and shall be assembled in the suspension system in the same manner that the ceiling will be installed on the project. System shall be tested with all acoustical units installed.

8.18.5.4 Minimum CAC of 35 shall be required in office spaces and sound attenuation between occupied spaces and restrooms.

8.18.6 A painted gypsum board ceiling shall be provided in areas exposed to water. Gypsum board shall comply with ASTM C 36/C 36M and ASTM C 1396/C 1396M.

8.19 LOCKERS

Provide three lockers in the Gate House. Provide completely installed lockers with filler strips, corners and finish strips. Lockers shall be 12 inches wide x 12 inches deep x 36 inches tall.

8.19.1 General Construction - All lockers shall be pre-assembled, with all seams and joints welded for rigidity and durability. No bolts, screws or rivets shall be used in the assembly of the locker bodies.

8.20 ACCESSORIES

The following bath accessories shall be provided in toilet areas unless otherwise indicated. Metal finish shall be stainless steel, with No. 4 satin finish. To the extent possible, bath accessories shall be of one manufacturer, style and finish.

8.20.1 Grab bars shall be 18 gauge, 1 ½ inch OD Type 304 stainless steel with concealed mounting, capable of withstanding 227 kg vertical load without coming loose or obvious deformation.

8.20.2 Glass mirrors shall be Type 1, flat Class 1-clear, quality q1, 6.4 mm thick.

- 8.20.3 Tilt Mirror - provided in compliance with ADAAG and in conformance with requirements of glass mirrors, and ASTM C1036.
- 8.20.4 Toilet tissue holder shall be Type II surface mounted, with two rolls of tissue.
- 8.20.5 Combination Paper Towel Dispenser/Waste Receptacle - Units shall have a capacity of 600 folded towels. Waste receptacle shall have a capacity of not less than 18 gal.
- 8.20.6 Sanitary Napkin Dispenser - Units shall be stainless steel with removable leak-proof receptacles for disposal liners.
- 8.20.7 Soap Dispenser - Units shall be surface mounted, liquid type with stainless steel tank with 1.2 liter capacity and corrosion resistant all purpose valve that dispenses liquid soaps, lotions, detergents and antiseptic soaps.
- 8.20.8 Mop and broom hangars shall be provided in the Janitor Closet. The hangers shall be fabricated from 20 gauge stainless steel and be equipped with four rubber cam holders, ribbed for gripping.

8.21 MISCELLANEOUS EQUIPMENT

Miscellaneous Equipment as follows shall be provided as required by applicable code.

- 8.21.1 Fire Extinguishers and Cabinets - Provide UL-Rated 4A:60B:C, 10-lb. Nominal Capacity Multi-Purpose Dry Chemical type. Semi-Recessed cabinets with a baked enamel finish on a heavy gauge steel box shall be provided when in public areas. Door shall be full glass with full length piano type hinge. Locations shall be as per NFPA 10.
- 8.21.2 Window Blinds - Provide window blinds with horizontal perforated vinyl slats in all exterior windows in the Visitors Center.
- 8.21.3 Corner Guards - Provide vinyl/acrylic extruded high impact corner guards at all corners of all main corridors. Attachment shall be with self-adhesive tape.
- 8.21.4 Walk-Off-Matt - Provide recessed type matt with carpet inserts in bronze anodized aluminum rails with continuous hinges to permit roll back for cleaning.
- 8.21.5 Toilet Partitions - Provide floor supported overhead braced type with solid polyethylene panels. Urinal screen shall be floor supported solid polyethylene panels.
- 8.21.6 Millwork, and Shelving

Millwork shall be custom grade as defined by the AWI Quality Standards. All exposed surfaces shall be covered with plastic laminate. Countertops shall be solid surface laminate with a backing sheet on the underside. A 3 ½ inch back splash shall be provided where counter is adjacent to walls. Shelving shall be ¾ inch plywood with an edge strip and shall be anchored to CMU partitions or metal studs. Anchoring to gypsum wallboard is not acceptable. The bottom of the upper cabinets shall be located not more than 4'-8" AFF.
- 8.21.7 Guard Posts - Guard Posts shall be concrete filled 8" diameter steel pipe, galvanized, projecting 4'-0" above the pavement and 4'-0"

below. Posts shall be set in a 2'-0" diameter concrete foundation extending 6" inches below the bottom of the post.

- 8.21.8 Dog Cage - provide chain link dog cage with stainless steel floor, minimum 30" wide by 48" long by 48" high, suitable for a large breed dog.

8.22 SIGNAGE

- 8.22.1 Signage Requirements. All Signage, both interior and exterior, shall be in accordance with AFPAM 32-1097 Sign Standards Pamphlet.

- 8.22.2 Base Entrance Signs at gate and media area will be concrete Monolithic Signs with a brick base, per Appendix H Interim Policy and Design Guidance on use of AF symbol on base entrance signs and water towers.

9. STRUCTURAL DESIGN

9.1 General

The structural criteria established herein shall be used for structural design, construction, and installation of all structural systems identified as part of the project scope. Each structural framing member shall be designed using the specified DESIGN LOAD CRITERIA stated in Paragraph 9.4 of this Section.

Proper documentation of the design of each structural framing member shall be submitted for review in the form of structural calculations prepared and checked by a registered structural engineer in the State of Georgia.

The structural framing systems to be designed and constructed as part of this project include, but are not limited to the following:

- a. Shallow Foundation System consisting of slabs on grade, continuous wall footings, and/or isolated column footings. Footings shall be supported on the natural in situ soils or on properly compacted structural fill. Footings shall bear at a minimum depth of 2 feet below finish floor or finish grade. Load bearing walls shall be supported by minimum 2 feet wide concrete strip footings or turndown slab. The building columns shall be supported by minimum 3 feet square isolated spread footings. Non-load bearing walls shall be supported by minimum 18 inches wide strip footings bearing at a minimum depth of 18 inches below grade or finished floor. Minimum 4 inch slab-on-grade (to be designed) shall be provided. All slabs-on-grade shall be underlain by a minimum of 4-inch capillary water barrier. A minimum 6-mil thick moisture vapor barrier shall be required below the building slab.
- b. Vertical Framing Members shall consist of structural steel, concrete masonry units, and/or structural steel stud framing. Critical dimensions are given on the architectural floor plan.
- c. Horizontal Framing Members may include structural steel beams, open web steel joists, roof trusses, and cold-formed steel deck. A structural deck shall be provided to distribute lateral loads. Wall lintels shall be

- constructed of structural steel, reinforced masonry, or cast-in-place steel reinforced concrete.
- d. Lateral Bracing Systems including the combination of horizontal and vertical framing systems shall provide sound structural integrity to transmit all vertical and lateral loading to the foundation in redundant load paths.
 - e. Interconnection Details including fastening requirements of horizontal and vertical framing systems, providing redundant, integral, structurally sound load paths from each elevated framing system to the foundation. Special consideration shall be used in the design connections of all horizontal and vertical framing members acting as diaphragms and part of the lateral bracing system.
 - f. Special Conditions, such as thermal expansion, lateral drift, construction tolerances, and control joints are to be considered and accommodated for throughout the design detailing, and construction of the all framing systems.
- Each framing system shall be designed and properly coordinated to be integrally compatible with all architectural, mechanical, and electrical systems, and their corresponding foundations.

9.1.1 The structure shall be designed to be free standing, self-supporting, and stable after the building is fully completed. It is the designer's responsibility to consider all applied loads and serviceability requirements throughout the construction procedure and erection sequence, in addition to the service life of the building.

9.1.2 It is the Construction Contractor's responsibility to determine and coordinate the construction procedure and erection sequence with the design engineer; to insure the safety of the building and its component parts during erection; and to provide temporary bracing, guys, or tie downs as necessary for completion of this work. Such temporary bracing provisions shall remain the construction Contractor's property after completion of the work.

9.1.3 The Designer and Construction Contractor shall verify and coordinate all conditions and dimensions pertaining to existing utilities and existing construction at the site before proceeding with the work.

9.2 Design Criteria

Design of each framing system shall incorporate provisions stipulated by the design criteria presented in the following U.S. Army Corps of Engineers publications Latest Edition:

TI 800-01, Design Criteria.
TI 809-01, Load Assumptions for Buildings.
TI 809-02, Structural Design Criteria for Buildings.
TI 809-04 Seismic Design Criteria for Buildings
TI 809-07, Design of Loadbearing Cold-Formed Steel Systems
TI 809-27, Concrete Floor Slabs on Grades Subjected to Heavy Loads
TI 809-29, Structural Considerations for Metal Roofing.
TI 809-30, Metal Building Systems.

TI 809-53, Commentary on Roofing Systems.
TM 5-809-3, Masonry Structural Design for Buildings.

Anti-Terrorism/Force Protection: Anti-terrorism/force protection system must be included for this project and shall conform to the "Interim Department of Defense Antiterrorism/Force Protection Construction Standards, "dated 16 December 1999. Structures located within the minimum setback distance noted in Appendix AP 2.1.3 of that document must be designed as hardened structures. All other structures must meet the requirements of Appendix AP 2.4.2. Additional guidance may be found in "Department of Defense Interim Antiterrorism/Force Protection Construction Standards - Progressive Collapse Design Guidance", dated 4 April 2000.

9.3 References

Design methods and stress allowances and/or load factors for the various structural materials shall be in accordance with the current editions of the codes and specifications listed in Paragraph 1.1. Recommendations made in the codes, specifications, and industry standards in Paragraph 1.1 in addition to or supplemented by the specific design codes listed herein below, unless specified otherwise, are requirements of this Request for Proposal.

ASCE 7-98, American Society of Civil Engineers: Minimum Design Loads for Buildings and Other Structures.
FEMA 302, NEHRP Recommended Provisions for Seismic Regulations for New Buildings and Other Structures.
NEHRP-97, National Earthquake Hazard Reduction Program Provisions for New Buildings and Other Structures.
ACI 315-99, Details and Detailing of Concrete Reinforcement.
ACI 318-99, Building Code Requirements for Structural Concrete.
ACI 530-99, Building Code Requirements for Masonry Structures and related specification and commentaries.
AISC Manual of Steel Construction Volumes 1 & 2 (LRFD), latest Edition.
AISC Manual of Steel Construction, Allowable Steel Design, 9th Edition.
SJI Standard Specifications, Load Tables and Weight Tables for Steel Joists and Joist Girders.
SDI Design Manual for Composite Decks, Form Decks, Roof Decks and Cellular Decks.
SDI Diaphragm Design Manual, latest Edition.

9.4 Design Load Criteria

Dead Loads:Actual.
Live Loads:
Floor Live Loads:
Slab-on-grade All Areas (Unless Required Otherwise): 40 psf.

Roof Live Load (No Reduction):20 psf.
Wind Loads: (per ASCE 7-98)
Base Wind Speed: 90 mph.
Exposure C I = 1.00

Seismic Loads: (per T1 809-04)

Seismic Performance Level: Life Safety.
 Seismic Performance Objective:IA.
 Seismic Use Group:I.
 Site Class D
 $S_s = 0.2 \text{ g}$ $S_1 = 0.10 \text{ g}$ $I = 1.00$
 Seismic Design Category:A.

9.5 Materials

9.5.1 Reinforced Concrete

Reference standards: Except as required otherwise, all concrete work and detailing, fabrication and placing of reinforcing shall be governed by the latest revisions of:

ACI 301, Specifications For Structural Concrete For Buildings.

ACI 318, Building Code Requirements For Structural Concrete.

Material Properties:

Slab-on-Grade: $F'_c = 4,000 \text{ psi}$.
 All Other Concrete: $F'_c = 3,000 \text{ psi}$.
 Reinforcing Bars: ASTM A615, Grade 60.
 Welded Wire Fabric: ASTM A185.

Project Requirements:

Clear cover: Except as required otherwise, minimum cover for reinforcing shall be as follows:

Concrete Placed Against Earth: 3 inches.

Concrete Placed in Forms But Exposed to Earth or Weather:

Bars #5 and smaller 1-½ inches.

Bars larger than #5 2 inches.

Splices In Reinforcing Where Permitted Shall Be As Follows:

Welded Wire Fabric: 2 Squares.

Dowels for Masonry Walls: Class B tension laps.

Dowels for Slab-on-grade Joints: 30 Diameters.

Temperature Reinforcing: Class B tension laps.

9.5.2 Masonry

Reference Standards: Except as required otherwise, all design, manufacture and construction of masonry shall conform to the latest revision of:

TM 5-809-3, Masonry Structural Design For Buildings, October.

ACI 530, Building Code Requirements For Masonry Structures.

Material Properties:

Masonry Strength: $F'_m = 1,350 \text{ psi}$.

Hollow Concrete Masonry Units: ASTM C90, Grade N-II.

Mortar For Masonry:

All Other Structural Masonry: ASTM C270 Type S.

Grout For Masonry: ASTM C476.

Deformed Vertical Reinforcing Bars: ASTM A615, Grade 60.

Horizontal Joint Reinforcement: 9 Gage Deformed Wire, Ladder-Type or Truss-Type.

9.5.3 Structural Steel

Reference Standards: Except as required otherwise, all design, fabrication and erection of structural steel shall be governed by the latest revision of:

AISC Load And Resistance Factor Design Specification For Structural Steel Buildings.

AISC Manual of Steel Construction, Allowable Steel Design, 9th Edition.

AISC Code Of Standard Practice For Steel Buildings And Bridges.

AISC LRFD Specification For Structural Joints Using ASTM A325 Or A490 Bolts.

AISC ASD Specification For Structural Joints Using ASTM A325 Or A490 Bolts.

AWS D1.1, Structural Welding Code.

Material Properties:

W-Shapes:ASTM A572, $F_y = 50$ ksi.

Shapes And Plates: ASTM A36, $F_y = 36$.

HSS Square And Rectangular Shapes: ..ASTM A500 Grade B, $F_y = 46$ ksi.

Welding Electrodes: AWS A5.1 Or A5.5 Series E60 or E70.

High Strength Bolts: ASTM A325.

Anchor Bolts: ASTM A307.

Deformed Bar Anchors: ASTM A496.

Paint And Protection: SSPC Paint 25.

9.5.4 Steel Joists

Reference Standards: Except as required otherwise, all design, manufacture, and erection of steel joists and joist girders shall be governed by the latest revision of:

SJI Standard Specifications For Open Web Steel Joists, K-Series.

SJI Recommended Code Of Standard Practice For Steel Joists And Joist Girders.

Project Requirements:

Provide special joist seats for sloped roof as required. Modifications or adjustments to joist seats made to accommodate supplier's fabrication process shall be coordinated with affected trades.

Provide bridging and cross bridging at bottom chords of joists per SJI recommendations. Terminate all bridging in accordance with SJI requirements. Provide additional cross bridging as required by analysis. Provide additional uplift bridging as required.

Design joists for additional gravity loads and uplift loads as required by analysis.

Provide additional web members at concentrated loads indicated, which do not occur at a panel point. Joists shall not support

vertical loads greater than 100 lbs. on bottom chord between panel points without reinforcing. Do not support loads from bridging.

9.5.5 Steel Decking

Reference Standards: Except as required otherwise, all design, manufacture, and erection of metal deck shall be governed by the latest revision of:

SDI Design Manual For Composite Decks, Form Decks And Roof Decks.

SDI Diaphragm Design Manual, 2nd Edition.

Materials:

Metal Roof Deck: 1- $\frac{1}{2}$ inches deep wide rib deck, galvanized finish, conforming to SDI type IR, minimum 22 gage.

Metal Form Deck: 1-inch deep ribbed form deck, galvanized finish, and minimum 28 gage.

Project Requirements:

Attach roof deck to supporting structure as required by analysis. Fasteners must comply with SDI diaphragm design manual load tables. Attachment shall be by screws or other mechanical fasteners.

Metal deck shall be continuous over three spans minimum wherever possible.

Attach form deck to supporting structure as required per manufacturer's instructions.

9.5.6 Cold-Formed Steel Framing

Reference Standards: Except as required otherwise, all manufacture, fabrication and assembly of cold-formed steel framing shall be governed by the latest revision of:

TI 809-07, Design Of Cold-Formed Load-bearing Steel Systems And Masonry Veneer / Steel Stud Walls.

AISI, Specification For The Design Of Cold-Formed Structural Members.

AWS D1.3, Specification For Welding Sheet Steel In Structures.

Materials:

Galvanized Structural Framing Members 16 Gage And Heavier:

ASTM A653, Grade D, $F_y = 50$ ksi.

Galvanized Structural Framing Members 18 Gage And Lighter:

ASTM A653, Grade B, $F_y = 40$ ksi.

Welding Electrodes: AWS A5.1, A5.5, OR A5.18, Series E60.

Project Requirements:

All framing members shall receive a galvanized finish.

Splices in structural framing members are not permitted without the approval of the Contracting Officer.

9.5.7 Other Materials

All design manufacture, fabrication, and assembly of other construction materials to be used in structural framing systems defined above, shall conform to the applicable design standards and meet the specific industry standards as required for each subject material.

9.6 Foundation Design Parameter

See Part 13 of this Section - Foundation and Geotechnical Design.

9.7 Selection of Structural System

The overall structural system shall be selected based on durability, maintainability, and cost-effectiveness with due regard to architectural considerations, and notwithstanding the foundation recommendations made in the geotechnical report.

9.8 Execution of Structural Design

The structural design of this structure shall be performed, documented, and properly illustrated on the structural drawings considering the DESIGN LOAD CRITERIA and proper application thereof, serviceability, constructability, and coordination with all other design disciplines.

9.9 Products

The structural design for this project including the main building and surrounding structures shall be adequately documented in the form of structural design calculations, structural specifications, and structural drawings at minimum meeting the requirements set forth by the Savannah District Army Corps of Engineers documented in Paragraph 9.2 of this Section.

10. MECHANICAL DESIGN

10.1 Mechanical Design References, Codes, and Standards

The design and construction of the mechanical systems shall be in compliance with design criteria listed below, as required herein, and the referenced Unified Facility Guide Specifications (UFGS). Guide specifications are referenced in this RFP for their use in preparation of the design and shall be edited consistent with the criteria furnished. The most current edition of the codes, standards, and references shall be used for project design. Where there is a conflict between the RFP and the codes and standards the most stringent shall apply. When codes and standards are in conflict, the most stringent shall apply.

10.2 Design Criteria List:

- Savannah District Engineering Design Manual for Military Construction, latest edition.
- Savannah District Drafting Standards
- Technical Instructions TI 800-01, Design Criteria
- Technical Instructions TI 800-03, Technical Requirements for Design Build
- Technical Instructions TI 810-10, Mechanical Design Heating, Ventilating, and Air Conditioning
- Technical Instructions TI 809-11, HVAC Control Systems

- Air Force ETL 94-4, Energy Use Criteria for Facilities in the Military Construction Program
- LEED Green Building Rating System
- NBS Handbook 135, LCC Manual - Federal Energy Program
- American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Manuals
- NFPA 90A, Installation of Air Conditioning and Ventilating Systems.
- NFPA 90B, Installation of Warm Air Heating and Air Heating and Air Conditioning Systems.
- National Fire Codes (NFC)
- Savannah District Engineering Design Manual for Military Construction
- ASHRAE Standard 62-2001, Ventilation for Acceptable Indoor Air Quality
- Army Technical Manual TM 5-805-4, Noise and Vibration Control for Mechanical Equipment
- Department of Defense Antiterrorism Construction Standards
- Robins AFB Installation Design Guide

10.3 General

The mechanical systems design for this project shall be in accordance with ASHRAE Handbooks, TI 800-01 Design Criteria Technical Instructions, ASHRAE Standard 62 - Ventilation for Acceptable Indoor Air Quality, Savannah District Design Manual for Military Construction, Volume II of II, applicable NFPA Standards, other applicable references listed within the RFP, and governing industry standards as applicable. The Contractor's proposal will list all pertinent standards and specifications and their applicability to the project. Catalog cuts for major equipment will include manufacturer's published data stating that such equipment meets the applicable standard. Catalog cuts for major equipment shall be for the actual equipment proposed to be installed. Deviations and installation of equipment other than proposed are only allowed subject to Contracting Officer approval. As a minimum, the mechanical equipment rooms shall reflect the minimum clearance as specified by the equipment manufacturer in all five directions (all four sides and top). Equipment tube bundle and coil pull spaces shall be shown on mechanical room layouts. Mechanical rooms shall be adequate to allow the layout of equipment such that the removal or replacement of one major piece of equipment shall not require removal of adjacent equipment. HVAC equipment shall not be mounted on roofs.

10.4 HVAC SYSTEMS DESIGN

10.4.1 HVAC Design Conditions

Outdoor Conditions:

- Heating Season: 25 deg. F Dry Bulb
- Cooling Season: 93 deg. F Dry Bulb. 76 deg. F Wet Bulb
- Heating Degree Days: 2244
- Cooling Degree Days: 2276
- Air Cooled Condenser Design Condition: 95 deg. F Dry Bulb

Indoor Conditions:

- Occupied Spaces: 78 degrees F, 50 percent RH. Winter: 68 degrees F.

- Electrical and Mechanical Rooms: Summer: Mechanically ventilate to 105 deg. F maximum. Winter: 40 deg. F for freeze protection only.
- Telecommunications Rooms: 72 deg F DB / 50% RH year-round

10.4.2 Minimum Thermal Characteristics

Utilize the U-values presented below as a starting point. These values may be modified if a life cycle cost analysis indicates that a more cost effective value should be used. The U-Values listed below are taken from ETL 94-4 in weather region 11. Coordinate actual U-values with the architectural design of the facility.

- Opaque Wall = 0.150 BTUH/sq. ft.- degree F
- Gross Wall = 0.270 BTUH/sq. ft.- degree F
- Below Grade = 0.125 BTUH/sq. ft.- degree F
- Roof /Ceiling = 0.057 BTUH/sq. ft.- degree F
- Exposed Floor = 0.100 BTUH/sq. ft. - degree F

10.4.3 Internal Loads and Heat Gains

Refer to Architectural plans for room occupancy and equipment. Administration areas shall have one personal computer for each occupant and one printer for each two occupants. The occupancy indicated for the Waiting Area in the Visitors Center shall be considered peak occupancy. The Intermittent Occupancy clause in ASHRAE 62 may be used in determining outside air ventilation quantity.

10.4.4 HVAC Systems Design

10.4.5 Gate House

The Gate House shall be heated and cooled by packaged through the wall type heating/cooling units.

10.4.6 Visitors Center

The Visitors Center shall be heated and cooled by a split system type heating/cooling unit.

10.4.7 Acoustical Criteria

Design HVAC systems with respect to noise and vibration control in accordance with TM 5-805-4. This document can be found at:
<http://www.usace.army.mil/inet/usace-docs/armytm/tm5-805-4/entire.pdf>
Systems shall be designed to meet the following noise criteria:

<u>Area</u>	<u>NC Level</u>
All spaces	35

10.4.7.1 Vibration transmission from equipment shall be minimized with the use of vibration isolation equipment as required.

10.5 DESIGN CALCULATIONS

10.5.1 Heating/Cooling Load Calculations: Heat gain and loss calculations shall be, as a minimum, in accordance with the current edition of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Handbook of Fundamentals. Computer generated loads must be

submitted with complete input and output summaries during the design process. Load calculation software must be ASHRAE based. The cooling equipment shall be selected based on satisfying both the total and latent calculated loads. System shall be designed, installed, balanced, and adjusted to distribute heating and cooling to all habitable rooms, in proportion to the calculated heat losses/gains in these rooms. Heating shall also be provided to utility rooms, and other uninhabitable areas as needed to prevent pipes from freezing. Verify ventilation rates of each space with the referenced publications in this mechanical design section. Conduct air balance calculations for each space to verify total supply air, outdoor air, return air, and exhaust air. The space (airflow) pressure relationships shall be maintained. Total airflow calculations are required to verify that the building pressure is positive to the outdoors.

10.5.2 Energy Calculations: Any facility that is heated and/or cooled or heated only and exceeds 3,000 sqft. of gross floor area shall be analyzed with a computer program that uses established weather data files and performs 8,760 hourly calculations. Energy calculations for buildings that do not require a computer simulation may use a computer program or appropriate methods explained in the 2001 ASHRAE Fundamentals Handbook, Chapter 29. Some acceptable programs are Trane TRACE, Carrier Hourly Analysis Program, BLAST, Energy Plus, and DOE-2. Electricity for heating is prohibited except under certain conditions dictated in Chapter 14 of TI 800-01. This document is available from the COE web site at www.hnd.usace.army.mil/techinfo/ti/810-10/810-10.pdf

10.5.3 Design Energy Use Budgets: The DEU shall be in accordance with Air Force ETL 94-4, Energy Use Criteria for Facilities in the Military Construction Program. This document is available at www.afcesa.af.mil/Publications/ETLs/ETL%2094-4.pdf. This DEU shall be based on all loads except process loads. People are not process loads and should be included in the analysis. HVAC required in direct support of a process is considered part of the process. Interior lighting is not considered a process. The DEU shall include air conditioning, heating, ventilating, lighting, and domestic hot water usage for the facility. The hours 0700-1700 shall be used as the 10-hour time period for energy budget calculations. The DEU budget shall be based on availability of energy systems during the 10 hour period. For the remaining 14 hour period, lights, people, heating, air conditioning and ventilating shall be scheduled as OFF. The EUB target for the Visitors Center shall be based on Category A2. DEU budget shall not exceed the energy use budget target.

10.6 MECHANICAL SYSTEMS

10.6.1 Mechanical Equipment

Mechanical equipment shall be designed in accordance with UFGS guide specifications. All materials and equipment provided shall be standard catalogued products of manufacturers regularly engaged in the production of such materials and equipment shall be of the manufacturers' latest standard design. Equipment shall comply with the requirements of Underwriter's Laboratories, Inc. (UL), Air Conditioning Refrigeration Institute (ARI), American Society for Testing and Materials (ASTM), National Electric Manufacturer's Association (NEMA), American National Standards Institute (ANSI), National Fire Protection Association (NFPA), or other national trade associations as applicable. HVAC equipment shall not be mounted on roofs.

- 10.6.2 Guide Specifications: The mechanical system design, submittal, and commissioning process shall conform to the latest edition of the Corps of Engineers Unified Facilities Guide Specifications. These specifications can be downloaded from: <http://www.ccb.org/ufgs/ufgs.htm> . The project specifications shall be prepared using Unified Facility Guide Specifications (UFGS). The guide specifications shall be edited and adapted by the designer to fit each individual project in accordance with the project requirements. The designer is to delete the inapplicable portions of the guide specifications and revise and/or supplement, as required, the applicable portions to provide a complete project specification. Major deviations (such as use of a non-UFGS specification, or significant re-writing of a USGS specification) will not be allowed without prior approval from the Savannah District. If additional specification sections are required, contact the Savannah District to see if a guide specification exists. If a guide specification does not exist, the Design/Build Contractor will prepare job specific specifications. Specifications sections shall be edited and submitted at the Final Review stage or earlier. Sections shall be submitted in hard copy form that indicates the changes being added and those to be deleted. For example if Microsoft Word is used, this feature is located under "Tools" "Track Changes" "Highlight Changes".
- 10.6.3 Air Distribution: Ductwork shall be constructed of sheet metal to SMACNA HVAC Duct Construction Standards, latest edition. Flexible ductwork runouts to terminal devices shall be limited to 5 feet in length. Each duct branch shall be fitted with a manual balancing damper. Return air shall be ducted to unit from each space. Ceiling return air plenums shall not be used. Low pressure distribution ductwork shall be installed to SMACNA pressure class 2" wg. as a minimum. Test ductwork in accordance with SMACNA. Access must be provided to all devices or areas that may require periodic inspection, including but not limited to balancing devices, motor operated dampers, smoke/fire dampers, etc.
- 10.6.4 Ductwork Insulation: Refer to UFGS 15080A Thermal Insulation For Mechanical Systems for insulation requirements.
- 10.6.5 Heating/Cooling Equipment: Heating/cooling equipment shall be in accordance with the Robins Base Facility Standard and with UFGS 15700A, Unitary Heating and Cooling Equipment. Natural gas shall be utilized for heating unless impractical,
- 10.6.6 Piping: Air conditioning condensate piping shall be constructed of seamless copper, hard drawn tubing with wrought copper joints and insulation.
- 10.6.7 The location of all mechanical equipment must meet the force protection requirements. Refer to the Antiterrorism/Force Protection Construction Requirements.
- 10.7 MECHANICAL SYSTEM MAINTAINABILITY AND ACCESSIBILITY:
- 10.7.1 Ensure that filters, controls, control valves, and coils are easily accessible for servicing and cleaning. Provide adequate clearances around all pieces of equipment for periodic maintenance, inspection and cleaning. Service of one piece of equipment shall not require disturbance of adjacent equipment.
- 10.8 HVAC CONTROLS: HVAC controls shall be in accordance with UFGS 15951.
- 10.9 TESTING, ADJUSTING, AND BALANCING: Testing, adjusting, and balancing of each system shall be the Contractor's responsibility. Work shall be performed in accordance with UFGS 15990A.

10.10 COMMISSIONING: All HVAC systems and equipment, including controls, shall be commissioned in accordance with UFGS 15995A, Commissioning of HVAC Systems.

10.11 ENERGY CONSERVATION: The design shall comply with the requirements of UFC 3-400-01 Design: Energy Conservation. The designer shall demonstrate the path of compliance with ASHRAE 90.1, latest edition. The energy cost budget method shall not be used to demonstrate compliance.

11. PLUMBING AND FIRE PROTECTION DESIGN

11.1 Plumbing General. Plumbing system shall be designed and installed in accordance with the International Plumbing Code (IPC) as modified by UFC 1-200-01 "Design: General Building Requirements", latest edition. Specified materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Toilet areas and plumbing fixtures in buildings shall be handicapped accessible. Handicapped accessible fixtures are not required in living units. All piping shall be labeled, color coded, titled, and indicate direction of flow. Shutoff/isolation valves, water hammer arrestors, shower control valves, and all other control components and equipment requiring adjustment and/or maintenance shall be readily accessible through the use of lay-in ceilings and/or appropriately sized access doors. Domestic water heaters utilizing electricity shall be used to meet the domestic hot water heating requirements for the facilities. Domestic hot water shall be stored at 140 °F. Domestic hot water delivered to plumbing fixtures shall not exceed 110°F. Shower head and flow pattern shall be the adjustable type and shall be mounted a minimum of 7 feet above finished floor. A hot water recirculation piping system shall be provided for each facility. Recirculation system piping shall extend and terminate within 5 feet of plumbing fixtures. A reduced-pressure type backflow preventer assembly shall be provided for the cold water service main, and located within the mechanical room. A pressure-reducing valve assembly (with valved bypass) shall be provided in the cold water main where system pressures exceed 60 psig. Routing of water piping below floor slabs shall be minimized, and limited to the building entrance penetration. Freezeproof exterior wall hydrants shall be provided around the perimeter of the facility. Perimeter separation distances between wall hydrants shall not exceed 150 feet, and a minimum of four wall hydrants shall be provided. Water hammer arrestors shall be provided for shock suppression. The placement of water hammer arrestors shall be as referenced in the International Plumbing Code (IPC) as modified by UFC 1-200-01 "Design: General Building Requirements" and PDI-WH 201. Water connections to HVAC system shall be isolated from the domestic water system by a reduced-pressure backflow preventer assembly. Domestic hot and cold water systems shall be insulated. Sanitary drain waste and vent systems shall extend from 5 feet outside the building to all fixtures and equipment requiring service. The exit location of the building sanitary sewer main shall be coordinated with existing site conditions shown on utility drawings. The system shall be provided with traps, vents, cleanouts, and all other components as required by code. Appropriate means shall be provided within the plumbing system design to insure that all fixture trap water seals susceptible to loss of water seal by evaporation are replenished. Plastic drain, waste, and vent piping material shall not be used in buildings exceeding two stories. System shall be tested in accordance with code requirements. Provide design analysis and calculations with each submittal. Plumbing calculations shall be performed per ASHRAE requirements.

11.2 Plumbing Materials, Equipment And Fixture Requirements.

11.2.1 Material for Domestic Water Lines. Water piping under concrete slab floors shall be copper tubing, type K, annealed and shall be completely wrapped in polyethylene. Materials for various services shall be in accordance with Table II - Pipe and Fitting Materials for Pressure Piping Systems of UFGS 15400A, Plumbing General Purpose. Pipe schedules shall be selected based on service requirement. Material or equipment containing lead shall not be used in any potable water system. See Table II of UFGS 15400A, Plumbing, General Purpose, for a complete list of domestic water piping materials. Valves shall be provided at each fixture and piece of equipment, at each toilet and on takeoffs from risers to each floor.

11.2.1.1 Routing and Design. All piping shall be concealed, properly supported with allowances for expansion and contraction. Interior water distribution piping shall not be buried under concrete floors. All piping systems shall be drainable. Interior hot and cold water piping systems shall be insulated. Water piping systems (including sprinkler piping) shall not be routed or located where subjected to freezing, and shall be located within the insulated building envelope. Heat tracing (to prevent freezing) of interior piping systems will not be allowed. Individual shutoff or stop valves shall be provided on water supply lines to all plumbing fixtures. Individual stops shall also be furnished at all equipment connections such as vending machines, icemakers, etc. Isolation shutoff valves shall be provided for each toilet room group to allow isolation shutoff for maintenance purposes while continuing service to the remainder of the building. In multi-story units, additional consideration shall be given in the technical evaluation to designs which provide separate shutoff valves for each floor. Consolidate fixture vents through one common vent whenever possible. All vent penetrations through the roof shall be made through a roof jack designed for use with the roofing system furnished and color-matched to the roof. Aboveground piping shall run parallel with the lines of the building and in accordance with UFGS 15400A, Plumbing General, Purpose, unless otherwise indicated.

11.2.2 Material for Waste Lines. Materials for various services shall be in accordance with Table I - Pipe and Fitting Materials for Drainage, Waste, and Vent Piping System of UFGS 15400A, Plumbing, General Purpose. Pipe schedules shall be selected based on service requirements. Pipe fitting shall be compatible with applicable pipe. Plastic piping systems shall not be install in air plenums. Soil, waste, drain and vent piping installed in spaces used as HVAC air plenums shall be cast iron. Each fixture and piece of equipment requiring connections to the drainage system shall be equipped with a trap, and all fixtures shall be vented. Surface or wall cleanouts shall be provided for each drainage main. Cleanouts shall be provided at each change in direction of sanitary sewer lines, at the intervals specified in the International Plumbing Code (IPC) as modified by UFC 1-200-01 "Design: General Building Requirements", and at the building service entrance. All cleanouts shall be permanently accessible. Ground cleanouts shall be installed in a 12-inch by 12-inch, 4-inch thick concrete pad, flush with grade. Provide access panels or cover plates in exposed areas. Pipes passing through the slab shall pass through a pipe sleeve and be installed in accordance with UFGS 15400A, Plumbing, General Purpose.

11.2.3 Plumbing Fixtures. Fixtures shall be provided complete with fittings and chromium- or nickel-plated brass (polished bright or satin surface) trim. All shutoff valves shall be metal construction. All fixtures, fittings, and trim in a project shall be from the same manufacturer and shall have the same finish.

11.2.3.1 Plumbing shall meet the following criteria:

11.2.3.1.1 In general, all faucets shall have solid brass bodies, ceramic valving, and chrome plated or trim. Water flow shall be no more than 2.5 gpm from any faucet.

11.2.3.1.2 Fixtures shall be water conservation type, in accordance with UFGS m15400A (which references the International Plumbing Code) as modified by UFC 1-200-01 "Design: General Building Requirements".

11.2.3.1.3 All vitreous china plumbing fixtures shall conform to ASME A112.19.2M, Vitreous China Plumbing Fixtures. Stainless steel fixtures shall be in accordance with ASME A112.19.3M, Stainless Steel Plumbing Fixtures (residential design). Plastic fixtures shall conform to ANSI Z124. Enameled cast iron plumbing fixtures shall comply with ASME A112.19.1, and enameled steel fixtures shall comply with ASME A112.19.4.

11.2.3.1.4 Floor drains shall be provided in toilet rooms, mechanical rooms, janitor rooms and for equipment requiring drainage. Floor drains shall be cast iron body and grate. All floor drain traps shall be automatically primed by single trap primers or where appropriate distribution unit type trap primers.

11.2.3.1.5 Fixture descriptions shall be as described by the American Society of Mechanical Engineers, ASME A112.19.

11.2.3.2 Wall Hydrants (Exterior). Wall hydrants shall be provided at a maximum spacing interval of 150 feet around the exterior wall of the building. Each hydrant shall be box type, freezeproof, with an integral vacuum breaker/backflow preventer. Hydrants shall have ¾-inch hose connections.

11.2.3.3 Ice maker Boxes. Provide ice maker connections at each refrigerator location. Cold water supply shall be provided for refrigerator ice makers. Ice maker connection, ½-inch compression fitting supply shall be provided in standard manufactured recessed wall box with single-face plate. Boxes shall be constructed of plastic or sheet steel. Steel boxes shall have a corrosion resistant epoxy enamel finish. Boxes shall be mounted a minimum of (2 ft-6 inches) above the finish floor.

11.2.3.4 Major Appliance Plumbing Connections. The Contractor shall provide appropriate connections for all appliances, vending machines, and any other items requiring water and/or drain connections.

11.2.3.5 Domestic water heaters shall have round, glass-lined tanks. Access shall be provided in the wrap for service and maintenance openings. Storage water heaters that are not equipped with integral heat traps and having vertical pipe risers shall be installed with heat traps directly on both the inlet and outlet. Circulating systems need not have heat traps installed. A pressure/temperature relief valve, vacuum breaker on the water supply line, drain and a 6-inch concrete pad shall be provided for the water heater and/or storage tank. Each domestic hot water heater shall be equipped with an inline type recirculation pump and recirculation piping and balancing valves when hot water piping extends further than 50 feet from a tank. The water heater relief drain shall be manufacturer approved, and shall be indirectly connected to the building sanitary sewer system. All other water heaters shall be sized based on the methods

described in the ASHRAE Applications Handbook, for a 90 °F rise. Water heater energy factors shall meet or exceed the minimum requirements of 10 CFR Part 434 and shall be Energy Star or with efficiencies in the upper 25% of what is available. Additional consideration in the technical evaluation will be given to designs which include water heaters which exceed the minimum energy efficiency requirements and which utilize high efficiency water heaters. Water heaters shall be equipped with bladder-type expansion tanks suitable for use on potable water systems.

11.2.3.6 Exposed traps shall be chromium-plated, adjustable-bent tube, 20-gauge brass. Concealed traps may be plastic (ABS).

11.2.3.7 Testing. Entire plumbing system shall be inspected and tested in accordance with project specifications, and International Plumbing Code (IPC) as modified by UFC 1-200-01 "Design: General Building Requirements".

11.3 Piping Materials. UFGS 15400A Table I and II shall be the basis for plumbing systems and materials.

11.4 Pipe Insulation.

11.4.1.1 Refer to UFGS 15080A Thermal Insulation For Mechanical Systems for insulation requirements.

11.5 WATER CONSERVATION

11.5.1 Plumbing system design and installation must conform to the following mandatory energy and water conservation criteria: Title 10 CFR Part 434.

11.6 FIRE PROTECTION

11.6.1 Qualifications of Fire Protection Engineer. Qualifications for the fire protection engineer shall be in accordance with the base standard for Robins AFB.

11.6.2 Fire Suppression System. No fire suppression system is required for any of the facilities.

11.6.3 Fire Detection and Alarm. Refer to Electrical Design for design requirements.

11.6.4 Fire Extinguishers. Refer to Architectural Design for design requirements.

11.6.5 Fire Hydrants. Refer to Civil Design for design requirements.

11.6.6 Site Investigation. The Contractor shall perform any site investigations required to gather any information necessary for completing fire protection system design for the project.

11.6.7 Design Submittal Requirements. The contractor shall provide a design analysis in accordance with A-4, 5 and 6 of the Savannah District Design Manual for Military Construction (DMMC) for the appropriate level of design. The contractor shall provide drawings in accordance with A-4, 5 and 6 of the DMMC for the appropriate level of design. The contractor

shall provide specifications in accordance with A-4, 5 and 6 of the DMMC for the appropriate level of design.

11.7 PRELIMINARY (60%) DESIGN SUBMITTAL REQUIREMENTS FOR SUCCESSFUL PROPOSER.

Design Analysis: The submittal shall be in accordance with the DMMC, Chapters A-4, 5, and 6 for preliminary (60%) design submittals. Project fire protection design shall be complete and detailed as required for critical projects per the DMMC, Chapters A-4 and A-6. Design analysis shall include analysis for fire protection/life safety and alarm and detection systems.

11.7.1 Drawings: The submittal shall be in accordance with the DMMC, Chapters A-4, 5, and 6 for preliminary (60%) design submittals. Project fire protection design shall be complete and detailed as required for critical projects per the DMMC, Chapters A-4 and A-6. Drawings shall include fire protection/life safety plans and alarm and detection system plans.

11.7.2 Specifications: The submittal shall be in accordance with the DMMC, Chapters A-4, 5, and 6 for preliminary (60%) design submittals. Specifications submitted shall be "marked-up" versions such that reviewer can visually see the revisions. The proposer's optional items shall be limited to bracketed items only.

11.8 FINAL (100%) DESIGN SUBMITTAL REQUIREMENTS FOR SUCCESSFUL PROPOSER.

Design Analysis: The submittal shall be in accordance with the DMMC, Chapters A-4, 5, and 6 for final (100%) design submittals. Project fire protection design shall be complete and detailed as required for critical projects per the DMMC, Chapters A-4 and A-6. Design analysis shall include analysis for fire protection/life safety and alarm and detection systems.

11.8.1 Drawings: As a minimum, submittal shall be in accordance with the DMMC, Chapters A-4, 5, and 6 for final (100%) design submittals. Project fire protection design shall be complete and detailed as required for critical projects per the DMMC, Chapters A-4 and A-6. Drawings shall include fire protection/life safety plans and alarm and detection system plans.

11.8.2 Specifications: The submittal shall be in accordance with the DMMC, Chapters A-4, 5, and 6 for final (100%) design submittals.

12. ELECTRICAL DESIGN

12.1 The Design/Build Contractor shall provide an Electrical Design Analysis for each building's electrical design.

12.2 The Design/Build Contractor shall use the electrical specifications included within this RFP. Only items in brackets may be edited. Specifications included within this RFP include Section 16375, Section 16415, Section 16500, and Section 16721A. Refer to Appendix K. The Design/Build Contractor shall use the Unified Facility Guide Specifications (UFGS) only for the emergency generator. Any other electrical specifications for the project shall not be used without approval from the Robins Resident Office. All aspects of the design shall be in accordance with Robins AFB's base standard specifications for interior and exterior design.

12.3 Codes and Standards. The design and construction of the electrical systems shall be in compliance with: (1) National Fire Protection

Association Codes & Standards, (2) the rules and recommendations of ANSI C2, (3) as required herein, and (4) Electrical specifications referenced within Section 01020 of this RFP in Paragraph 12, titled Electrical Design. The most current edition of the codes and standards shall be used for building construction and life safety design. Where there is a conflict between the RFP and the codes and standards the most stringent shall apply. When codes and standards are in conflict, the most stringent shall apply. Standards and codes are listed in the guide specifications.

12.4 Site Electrical/Communications Demolition.

12.5 All existing electrical and communications equipment, including but not limited to padmounted gear, poles, ductbanks, manholes, branch circuits, etc. in conflict with new roadway, access control point, and Visitor's Center, shall be protected and/or relocated. Any disruption of power or communications services to the associated buildings shall be scheduled and coordinated with the Contracting Officer prior to any outages.

12.5.1 The Design/Build Contractor shall have underground utility locating services performed prior to all work being done. This shall be done inside and outside of the Robins AFB boundary where new work will affect existing utilities.

12.6 Site Electrical

12.6.1 Robins AFB is served by a 12,470/7,200-volt, 3-phase, 4-wire, grounded wye distribution system. Electrical service shall be provided to the new buildings from spare compartment in air switch 9-03-15. An existing duct connects the air switch to a manhole adjacent to the switch. A new primary duct shall be installed between the new pad-mounted transformer at the project site and the existing manhole. A three phase feeder shall extend from the switch to the new pad-mounted transformer, dedicated to serve the Gate house, Visitor's Center, and Vehicle Inspection shelter and all associated electrical connections for the entire project. Provide all required underground distribution equipment to maintain all existing connections and to provide electrical service to each new building. All primary equipment and connections shall be done in accordance with Robins AFB's Base Facility Standard.

12.6.1.1 Primary splices, where needed, shall be performed in accordance with the Base Facility Standard.

12.6.2 Coordinate underground cabling, pad mounted equipment and transformer location, and power metering with the Contracting Officer.

12.6.3 Transformers shall be pad mounted, dead front type, and loop feed type. The high voltage compartment shall contain incoming primary feeder, load break switch, fuse protection, and MOV type surge protection. The nameplate rating for the transformer shall not be less than 90 percent of the KVA demand load calculated for the transformer. Locate pad mounted transformer no closer than 25-feet of the facility. Transformer shall be the less-flammable, liquid-insulated type as defined in NFPA 70. Transformer protection and location shall be in accordance with MIL-HDBK-1008C. Provide protective bollards at corners of transformers.

12.6.4 The secondary compartment of each transformer shall be provided with current transformers and an electronic KWH-KW demand meter in accordance with the Base Facility Standard.

- 12.6.5 An insulated protective cap with drain wire shall be provided on all open (unused) primary bushings of pad mounted switches, sectionalizing terminals, and transformers.
- 12.6.6 All outside branch circuits and feeders shall be permanently marked to identify the circuit number and the location from which it receives power. Cable tags shall be provided on both ends of all primary cable identifying the equipment or building it serves. Transformers, switches and cabinets will also have a permanent one line drawing or other approved identification so Base personnel can tell direction of feed or loads they serve.
- 12.6.7 Any outages on the existing systems shall be scheduled for an off peak time (night, weekend, holiday) to be determined by the Robins AFB's Base Civil Engineer. Full preparation shall be done before the outage to keep the downtime duration to a minimum. Design/Build Contractor shall schedule all work items requiring an outage on the same feeder to be accomplished concurrently during the single outage. All coordination with the Robins AFB's Base Civil Engineer shall be done through the Contracting Officer's Representative.
- 12.6.8 The landscape architect shall be consulted to provide appropriate screening in accordance with the Base Installation Design Guide of the padmounted transformers, primary switches and termination cabinets, etc.
- 12.6.9 A short-circuit and overcurrent protective devices coordination study shall be provided for the complete electrical distribution system (interior and exterior).
- 12.7 Site Communications.
- 12.7.1 The Design/Build Contractor shall provide a new telecommunications manhole within the controlled perimeter of this project. The new manhole shall serve to distribute communications lines to each new building and shall connect to the Base's existing communications infrastructure. Coordinate with Contracting Officer for exact location.
- 12.7.2 The Design/Build Contractor shall extend two 4" empty conduits (with 200 lb test nylon pull string and encased in concrete) from each new building to the new communications manhole. Coordinate with Robins AFB's Communications Officer for exact locations and installation requirements.
- 12.7.3 The Design/Build Contractor shall extend four 4" empty conduits (with 200 lb test nylon pull string and encased in concrete) from new manhole to an existing telecommunications manhole, as shown on the drawings. All existing roadways shall be repaired and repaved where trenches are required to be dug for new ductbank.
- 12.7.4 All ductbanks and conduits crossing roadways shall be concrete encased.
- 12.7.5 Any cables damaged by the Design/Build Contractor shall be repaired or replaced by the Design/Build Contractor immediately and at no additional cost to the Government. All work shall be coordinated with the Communications officer.
- 12.7.6 New manholes, where needed, shall be 38Y-J4 type and shall be spaced to meet facility needs and as required by the cable pulling calculations. Manholes located in traffic areas shall be design for a H20 wheel loading as defined by AASHTO HB-13. Manholes will not be less than seven feet in depth, by six feet in length, by four feet in width with an access opening

to the surface above (outer air) of not less than 30 inches in diameter. Manholes will provide a minimum wall space of six feet on all sides where splices will be racked. Duct entrances into the manhole can be located near one end of long walls so that sharp bends of cables at the duct mouth are avoided, or else sufficient space will be provided for a reverse bend before the cable straightens out on the wall on which the cable is racked. The manholes shall be provided with a sump, ground rod, straps, and cable racks.

12.7.6.1 Coordinate the exact elevation, placement and orientation of communications manholes with Robins AFB's Base Communications Systems Officer (BCSO). Coordinate the tie-in of new ducts with the BCSO through the Contracting Officer's Representative. The ducts shall be placed in the lowest terminators. No conduit crossovers in the telephone manholes will be allowed.

12.7.6.2 Manhole and ductbank systems must be completed (to include pumped out and clean), inspected and accepted by the Communications Officer at least 30 days prior to the BOD (Beneficiary Occupancy Date) for the project.

12.8 Utility Routing.

12.8.1 Coordinate the installation of the underground electric and communication lines with all other new and existing utilities which shall include but not be limited to: power, communications, storm drains, sanitary sewers, water lines, steam lines, high temp water lines, chilled water lines, gas lines, and any other utilities. The minimum separation between electric or communication lines and other utility lines shall be 36 inches vertically and 36 inches horizontally when running adjacent. If utilities are crossing, minimum separation shall be 12 inches vertically. In the case of concrete encasement, the clearances shall be measured from the outermost dimension of the utility line and shall have suitable supports on each side of the upper line to prevent transferring any direct load onto the lower line.

12.8.2 Prior to commencing work on any new underground power or communication line, the Design/Build Contractor shall stake the route of each line and indicate the exact location of all new ducts, primary sectionalizing cabinets and switches, manholes and transformers for approval by the base's Base Civil Engineer and Communications Officer, and by the Contracting Officer's Representative.

12.8.3 The routing of the secondary and communications service ductlines into the buildings shall be coordinated with the structural footings to avoid any conflicts.

12.8.4 New underground utilities including manholes shall be located outside the tree drip lines of existing trees scheduled to remain. Ducts that cannot be routed around tree drip lines shall be tunneled through the drip line area as approved by the Contracting Officer's Representative.

12.9 Grounding.

12.9.1 The secondary electrical distribution system shall be the solidly grounded neutral type with no intentionally introduced grounding impedance. Grounding shall be in accordance with Article 250, National Electrical Code. A green insulated grounding conductor shall be provided with all branch and feeder wiring.

12.9.2 A grounding counterpoise shall be provided around each transformer pad and around each building. Counterpoises shall be bonded together. Building counterpoises provided under lightning protection system requirements shall be connected to the transformer counterpoise, the main electrical panel, the main communications ground, building steel and lightning protection down conductors. Ground rods shall be provided at each counterpoise connection. Connections shall be by exothermic weld. Building counterpoises shall be connected together where one building is located next to another building. The ground ring is to be located 3 to 6 feet outside the drip edge of the building.

12.9.3 Grounding conductors shall be copper. Driven grounding electrodes shall be 3/4 inch diameter solid rods of the following materials: copper or copper-clad steel.

12.9.4 Even though ground rods are indicated above, the grounding system shall be designed for a maximum of 25 ohms. Chemical or other similar designs, which call for the user to maintain the system, will not be used. Impedance measurements should be made using a direct reading ground resistance meter. Documentation will be provided to the Contracting Officer's Representative.

12.9.5 Grounding and bonding shall conform to UL 467.

12.10 Exterior Lighting.

12.10.1 The design of exterior lighting and associated lighting levels not indicated shall be in accordance with Illuminating Engineering Society, IES, Lighting Handbook Reference and Application, 9th Edition. Exterior lighting shall be installed according to the Base Facility Standard. A new high mast pole shall be provided near the Access Control Point area in the approximate location shown in drawings. The design light level shall be 2 foot-candles minimum for all parking areas and walkways associated with the Gate house, Visitor's Center and Vehicle Inspection area. The pole lighting may be connected to the existing parking lot lighting panelboard, or to the gate house electrical system. All exterior lighting shall utilize metal halide lamps. All exterior lighting shall be photocell controlled. All additional exterior lighting mounted on buildings shall have a separate photocell at each building and shall be controlled with Hand-Off-Auto switches connected with the photo-cell for the automatic function. Location of controls shall be coordinated with the User after Contract award. Facility entrances/exits shall be illuminated with wall mounted fixtures or recessed fixtures mounted in the soffit, if applicable. All exterior fixtures shall be dark bronze anodized aluminum.

12.10.1.1 Fixture types and pole bases shall be in accordance with the Robins AFB's Facility Standard.

12.10.1.2 The new base sign shall be illuminated using ground mounted flood lights.

12.11 Interior Distribution System.

12.11.1 General.

12.11.1.1 All electrical equipment shall fit into the space required and be provided with all the access and clearance required by code.

12.11.1.2 Series rated breakers/switchboards/panelboards/loadcenters, etc. shall not be used.

12.11.1.3 All conductors shall be in a conduit system so that the cables can be removed and replaced.

12.11.1.4 Security lighting shall be provided at all building entrances. Wall mounted security light fixtures shall be shrouded to minimize glare. Fixture shall use metal halide lamps.

12.11.1.5 Security or wall mounted light fixtures at main entrances and other high visibility areas shall be selected for aesthetics and compatibility with the buildings architecture.

12.11.1.6 Fluorescent lamps shall be T8 or compact. Fluorescent ballast shall be the electronic type. All fluorescent lamps shall be low mercury content certified to pass the U.S. Environmental Protection Agency (EPA) Toxic Characteristics Leaching Procedures (TCLP) test for non-hazardous waste.

12.11.1.7 All exterior lighting shall be designed to be compatible with modern CCTV camera technology.

12.11.2 Emergency System

12.11.2.1 The gate house electrical system shall be equipped with a stand-by diesel-powered generator. The generator shall be sized to accommodate the entire load of the gate house electrical system (including canopy lighting at Gate house and Vehicle Inspection shelter, exterior lighting, card readers, CCTV security equipment, vehicle barricades, etc.). The fuel tank shall be sized for a run time of 72 hours and shall be installed above ground. The fuel tank shall be located no closer than 50' to the Gate house or the Visitor's Center.

12.11.2.2 The transfer switch shall be automatic type and shall be located on the exterior, rear wall of the gate house.

12.11.2.3 Emergency lighting shall be provided. Illuminated exit signs and emergency lights shall be provided by self-contained emergency battery units for all emergency exits and passageways as required by the NFPA Life Safety Code No. 101. Exit fixtures shall be LED (red).

12.11.2.3.1 Upon loss of power the emergency lamp shall light regardless of the light switch position.

12.11.2.3.2 All emergency and exit lights shall be installed in accordance with ETL 99-4.

12.11.3 Lighting

12.11.3.1 Maintained lighting levels for individual areas shall be as follows:

Interior Normally Occupied Rooms: 50 fc

Storage/Utility Rooms: 30 fc

Restrooms: 20 fc

Parking Lot: 2 fc

Gate house/Vehicle Inspection Canopies: 40 fc

12.11.3.2 The fixtures at the Gate House canopy and the Vehicle Inspection shelter shall be recessed or semi-recessed and shall allow the clear height of the canopy to be 17'-6". Fixtures shall have a glass refractor to uniformly distribute light and maintain glare. Fixtures shall have pulse start ballasts and an emergency quartz lamp with internal relay for standby lighting during power interruptions.

12.11.3.2.1 Provide point by point calculations on a 2 foot by 2 foot center grid with an average of 40 foot-candles maintained at four feet. The max-to-min uniformity ratio shall not exceed 2:1. Calculations shall be based on using the lamp manufacturers' published mean lumens rating, including other light loss depreciation factors of approximately 25 percent as defined in the IES Standard. Calculations shall show all light loss factors used in the calculations.

12.11.3.3 The color temperature and minimum CRI of all fluorescent T8 lamps shall be 3500 degrees Kelvin and 84 respectively. The color temperature and minimum CRI of all compact fluorescent lamps shall be 3500 degrees Kelvin and 82 respectively, unless otherwise indicated. All lamps shall be approved by the lamp manufacturer for the indicated ballast type.

12.11.3.3.1 Incandescent light fixtures will not be used for general lighting.

12.11.3.4 Red/Green type traffic control lights shall be provided on gate house canopy above each incoming lane. Lights shall be controlled via manual switches in gate house.

12.11.4 Power

12.11.4.1 Refer to Robins AFB's Base Facility Standard for outlet location requirements. Outlets will be required at each new structure, including the Vehicle Inspection shelter.

12.11.4.2 GFI receptacles are to be wired such that the loss of power on one receptacle does not affect downstream receptacles.

12.11.4.3 Provide appropriate outlet types for any Government furnished equipment identified (i.e. copier machines, fax machines, etc.)

12.11.4.4 Waterproof, GFI receptacles shall be provided on the outside areas at entrances to all buildings. One additional GFCI receptacle shall be located adjacent to the overwatch pad.

12.11.4.5 Provide receptacles adjacent to all data jack locations.

12.11.5 Telephone and Data.

12.11.5.1 A completely operational cabling system including, but not limited to, all necessary raceway, cabling, terminations, jacks, patch panels, and faceplates shall be provided. All telephone/data system components shall comply with the BFS unless noted otherwise herein. All duplex outlets (voice/data) outlets will be 18 inches above finish floor (AFF) except wall telephone outlets will be 54 inches AFF. Voice and data will be in the same outlet. The cable for the outlet will be 4 pair, 24 AWG solid unshielded twisted pair (category 5e) copper for voice and a 4 pair, 24 AWG solid unshielded twisted pair (category 5e) for data. Termination of copper at instrument end will be in a RJ-45 jack (Category 5e) for "voice" and RJ-45 jack (category 5e) for "data". Termination at the communication closet/room for voice shall be on 110 type, Category 5E rated, punch down blocks. Termination at the closet/room for data shall be on 24 port,

Catetgory 5E rated, modular patch panels (rack mounted). Coordinate with the BCSO on the termination arrangements of the cables and the layouts of the patch panels in the equipment racks. Equipment racks shall be wall mounted.

12.11.5.1.1 Data/Telephone jacks shall be provided in each new building as follows:

Visitor's Center: 6 locations

Gate house: 3 locations

12.11.5.2 Conduit from telephone/data outlets shall be a minimum of 3/4-inch electrical metallic tubing (EMT) conduit. One inch EMT conduits shall be installed as a "home run" between the telecommunications closet telephone backboard and each outlet. "Home run" means one continuous conduit run with NO pull boxes and NO more than two 90-degree bends in the entire conduit run. All empty conduits routed to outlet boxes shall be provided with a pull cord.

12.11.5.3 All interconnections between outside plant cables and equipment shall be provided by the local BCSO. All network electronics shall be provided by BCSO as well. The Design/Build Contractor shall furnish all patch cords data patch cords on patch panel side and workstation side.

12.11.5.4 All communications systems shall be tested in accordance with EIA/TIA 606 standards.

12.11.6 Security, Access Control and Surveillance Systems.

12.11.6.1 All CCTV system and other security electronic equipment, and the associated wiring, will be procured and installed by others. The Design/Build Contractor shall provide a complete conduit infrastructure as described herein to support the future systems.

12.11.6.2 An empty conduit infrastructure shall be provided for each system required at the gate house. Each conduit installed shall have a 200 lb. test nylon pull string included for pulling future system wiring.

12.11.6.3 At the overwatch pad, provisions shall be made for barrier control switches to be mounted within a single, lockable enclosure. Extend conduits with pullstrings as needed for all barricade control wiring between gatehouse and overwatch pad.

12.11.6.4 Two 2" conduits shall be installed between each guard booth island back to gatehouse electrical room for future security/surveillance equipment wiring. Conduits shall be cut flush with the concrete and capped with threaded coupling.

12.11.6.5 An additional four 2" conduits shall be installed between the center island and gatehouse electrical room for future cabling. Conduits shall be cut flush with the concrete and capped with threaded coupling.

12.11.6.6 Two 2" empty conduits shall be installed between the inspection shelter canopy and the gatehouse mechanical room for future cabling. Conduits shall be cut flush with the concrete and capped with threaded coupling.

12.11.6.7 The Design/Build Contractor shall coordinate with Robins AFB's security officer, BCSO and the security system installer for exact conduit stub-up locations.

12.11.7 Intercom System. A two-way intercom system shall be provided for the site, where speakers are included in the Visitor's Center, Gate House and Vehicle Inspection shelter. Speakers shall be two-way type with push-button control. Speakers shall be located and sized to be heard by a person from 5 feet away, considering high traffic volume levels. All speakers shall be equipped with manual volume adjust switches.

12.11.8 Fire Alarm System.

12.11.8.1 The fire alarm system shall be designed and installed for the Visitor's Center and will consist of a control panel, manual pull stations, horns and strobe lights, and smoke and heat detectors as required by NFPA 101 and 72.

12.11.8.2 Provide horns/strobes throughout the facility so that alarm sound levels at any location are at least 15 dB above normal ambient sound levels and can be heard in all rooms. Provide strobe lights to comply with NFPA 72-1999. Strobe lights shall meet Underwriter's Laboratories (UL) Standard 1971 and shall be synchronized.

12.11.8.3 The fire alarm system shall be a non-addressable type utilizing initiating devices connected to Style D circuits and notification devices on Style Z circuits. Each type of initiating device shall be placed on a separate zone.

12.11.8.4 Refer to Specification 16721 in Appendix K for Robins' AFB specific requirements.

12.11.8.5 System shall be a four wire, two conduit loop system. Vertical and horizontal separation of conduits shall be in accordance with NFPA 72. Conduits are to be marked with a red stripe every 10 feet. All junction or pullboxes shall be painted red.

12.11.8.6 Provide cabinet mounted MOV based surge protection device in addition to surge protection integral to the FACP. Device shall be UL 1449 listed and shall satisfy the requirements of IEEE C62.41.

12.11.8.7 System shall be by Monaco with BT2-7 transceiver. Antennas shall be installed according to Monaco installation details.

12.11.8.8 Coordinate with Robins AFB's Fire Chief for transmission frequencies required for new transceivers.

12.11.9 Lightning Protection. Lightning protection shall be provided for each building and/or structure. A complete protection via air terminals shall be provided. The system shall have the appropriate U.L. master label installed on the building. Down and roof conductors shall be concealed within the buildings. Lightning protection system shall be in accordance NFPA 780.

12.11.10 Transient Voltage Surge Protection (TVSP) shall be provided for all the buildings that has a lightning protection system. Surge suppressors shall parallel the operating devices in providing a path to ground for an electrical surge and limiting the magnitude of transient voltage surges on the system. Units shall be mounted adjacent to the main distribution panel in accordance with the manufacturer's recommendation. Unit shall be hard-wired into the electrical distribution system utilizing a circuit breaker connection. Units shall be tested in accordance with IEEE C62.45 using an IEEE C62.41 Category B waveform. Units shall be UL 1449 listed and labeled. Modes of protection shall be normal mode (L-N, L-L) and common mode (L-G, N-G). The unit shall include self-diagnostic and self-testing

capabilities, a resettable transient event counter, and a local audible alarm with mute capability.

12.11.11 Seismic protection shall be provided for all the buildings. Seismic design shall be in accordance with Army Technical Manual, TI 809-04, Seismic Design for Buildings, dated December 1998 and Specification Section 16070A Seismic Protection For Electrical Equipment.

12.11.12 Location of Documents referenced in Section 12.

12.11.12.1 TI-800-01 & TI-800-04 -
<http://www.hnd.usace.army.mil/techinfo/ti.htm>

12.11.12.2 Specifications Sections - <http://www.ccb.org/ufgs/ufgs.htm>

13. GEOTECHNICAL DESIGN

13.1 Geotechnical Investigation

13.1.1 The Government has performed geotechnical investigations at the project site. The results of the explorations are discussed in subsequent paragraphs of this section. The Contractor, with his consulting professional geotechnical engineer, experienced in geotechnical engineering, shall be responsible for evaluating the sufficiency of the information provided for the satisfactory design and construction of the project. If it is determined that the information provided is not sufficient for design and construction, it is the responsibility of the Contractor, with his consulting geotechnical engineer, to perform additional geotechnical investigations and testing as are deemed necessary. Any additional identification of subsurface materials and investigation shall be in accordance with ASTM D 420. Laboratory testing of soils and aggregate materials shall be in accordance with applicable ASTM standards. The results of any additional investigations and testing shall be included in the geotechnical report. The consulting geotechnical engineers participating in the design shall be registered engineers and be familiar with the physiographic location of the project. The Contractor shall be fully responsible for acceptable foundations, pavements and other geotechnical aspects for the proposed project.

13.1.2 The Contractor, with his consulting geotechnical engineer, shall submit a report specific to geotechnical design requirements and recommendations for the project site. The report shall include but not be limited to the following:

13.1.2.1 Description of the site as to topography, existing surface conditions, and any other features that might influence the design.

13.1.2.2 Description of the investigation program, if one is performed, and the methods used. Information obtained from the explorations performed by the Government can be used, supplemented by additional investigations as deemed necessary by the consulting geotechnical engineer. Subsurface exploration may include soil test borings, cone penetrometer test (CPT) soundings, and test pits. The investigation, sampling, and identification of subsurface materials shall be in accordance with methods and procedures described in ASTM D 420. Soil investigation and sampling by hollow-stem auger borings shall be in accordance with AASHTO T 251. Drilling and sampling with the "Standard Penetration Test" (SPT) split-barrel sampler shall be in accordance with ASTM D 1586. The procedure shall be modified to provide for continuous standard penetration and sampling tests for the initial 12 feet of the boring. Beginning at a depth of 15 feet below grade, penetration and sampling tests can be performed every 5 feet and at each

change in soil stratification or soil consistency. The location of the groundwater table, if encountered, shall be measured and recorded after 24 hours. If drilling techniques that prevent determination of the groundwater table are used, install at least one piezometer for every four explorations to measure the depth to the groundwater table. Classification of soils shall be in accordance with ASTM D 2487 or D 2488, as appropriate. Cone penetrometer test (CPT) soundings shall be in accordance with ASTM D 3441 or ASTM D 5778, as appropriate. Undisturbed soil sampling shall be in accordance with ASTM D 1586.

The depths of explorations shall be of sufficient depth to evaluate bearing capacity and settlement potential. However, beneath structures, explorations shall extend to a minimum depth of 20 feet below existing ground surface or below final design grade, whichever is lower. Beneath roads, hardstands, and/or parking areas, explorations shall extend to a minimum depth of 5 feet below existing ground surface or below final design grade, whichever is lower.

The Contractor shall be responsible for all applicable clearances and permits and for the protection of all underground utilities from damage during field investigations. Utility clearances and digging permits are required prior to drilling on the installation. Procurement of the clearances and permits shall be coordinated through the Contracting Officer.

13.1.2.3 Discussion of the subsurface soil conditions and stratigraphy and groundwater conditions.

13.1.2.4 Location plan of explorations.

13.1.2.5 Logs of explorations. Indicate on logs complete information on who, when, and how made. Show soil description, standard penetration resistance, N, or other type resistance, topsoil, water level observations, surface elevation and datum, and any other information gathered during the exploration.

Exploration locations shall be surveyed. Surveyed elevations and coordinates shall be provided on each exploration log. Elevations shall be in accordance with NGVD 29 and horizontal coordinates shall be in accordance with NAD 83 (South Carolina State Plane Coordinates); accuracy to be plus or minus 3 feet horizontal and plus or minus 0.5 foot vertical.

Soil test boring logs shall show graphical representation of soil strata, location of each change by depth or elevation, location of each sample by depth or elevation, and number of blows for each 6 inches and amount of soil recovered for each sample location. Logs shall also indicate type and size of casing, type of drilling fluid, and type and size of drill bit. If no casing is used, indicate size of borehole. Indicate when boring is terminated due to refusal.

Soil classifications for final logs shall be based on the field classifications, the results of tests, and further inspection of samples in the laboratory by geotechnical engineers.

Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.

Locations of all explorations shall be shown on the grading and drainage plates of the submittal drawings. Logs of all explorations shall be included on plate(s) of the submittal drawings.

13.1.2.6 Laboratory test data shall be included in detail. Laboratory testing shall be in accordance with the requirements set forth in EM 1110-2-1906, Laboratory Soils Testing, EM 1110-2-1909, Calibration of Laboratory Soils Testing Equipment, and/or applicable ASTM standards. All laboratory testing shall be performed by a commercial testing laboratory which has been found adequate and qualified by a Corps of Engineers Division Laboratory Inspection Team.

13.1.2.7 Notation of the location of strata containing organic materials, weak materials or other inconsistencies that might affect engineering conclusions.

13.1.2.8 Pavement design, or if not responsible for pavement design, pavement structural design data, including design California Bearing Ratio (CBR) and modulus of subgrade reaction.

13.1.2.9 Discussion of the facilities under design and recommendations regarding foundation support of the structures and slabs on grade, including soil bearing pressures, bearing elevations, foundation design recommendations and anticipated settlements, including total and differential.

13.1.2.10 Anticipation of, and management of, groundwater.

13.1.2.11 Discussion of site preparation and the effect of weather and construction equipment on soils during construction.

13.1.2.12 Areas requiring undercutting and removal of unsatisfactory soils.

13.1.2.13 Types of materials to be excavated and possible uses and/or disposition of the materials.

13.1.2.14 Fill and backfill placement procedures, and types of compaction equipment.

13.1.2.15 Results of pH tests and salinity tests and resistivity measurements, as appropriate, necessary to design corrosion control and grounding systems. The raw field data shall be included in the report.

13.1.2.16 Lateral earth pressures and pressure coefficients (active, passive, and at rest) and internal friction angles for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.

13.1.2.17 Results of laboratory soils testing, to include classification and compaction tests, on representative samples of proposed borrow material (both on and/or off the installation). Testing shall be as specified in subparagraph 13.10.1. If borrow material is to be obtained from sources off the installation, provide the name and location of the borrow source.

13.1.2.18 Provide calculations that support the recommendations for the foundation design. The calculations may be included in an appendix to the report. Calculations shall include loadings, capacities, safety factors, settlement analysis, bearing analysis, and references from which calculations are based. Any graphs and formulas shall be clearly indicated along with derivation of curve slopes and data derived from laboratory testing. Computer outputs shall also be included.

Three original copies of the geotechnical report shall be submitted with the 60 percent submittal. If revisions are made to the 60 percent design submittal which require revisions to the geotechnical report, a revised

report (three original copies) shall be provided with the final design submittal.

13.2 Certification

The Contractor and his professional geotechnical engineer consultant shall certify in writing that the design of the project has been developed consistent with the site specific geotechnical conditions. The certification shall be stamped by the consulting professional geotechnical engineer and shall be submitted with the 60 percent design submittal. If revisions are made to the 60 percent design submittal, a new certification shall be provided with the final design submittal.

13.3 Field Exploration

13.3.1 Subsurface conditions at the project site were explored by ten soil borings (designated B-1 thru B-10) drilled at the approximate locations shown on the Site Layout drawings included with this RFP. Depth of the borings ranged from 5 to 20 feet below the existing ground surface.

13.3.2 Boring locations were established in the field by measuring distances and estimating right angles from the existing site buildings and other site features.

13.3.3 The test borings were drilled by Preston Testing and Engineering Co. Inc., Macon, Georgia, under contract to the Savannah District. The borings were drilled with a truck-mounted CME 55 drill rig; a 2-inch diameter hollow-stem auger was used to advance the boreholes. Split-barrel sampling with Standard Penetration Tests (SPT) was performed at intervals shown on the boring logs. All soil sampling and Standard Penetration Tests were in general accordance with ASTM D 1586. In the Standard Penetration Test, a soil sample is obtained with a standard 1-1/2 inch I.D. by 2-inch O.D. split-barrel sampler. The sampler is first seated 6 inches and then driven an additional 12 inches with blows from a 140-pound hammer falling a distance of 30 inches. The number of blows required to drive the sampler the final 12 inches is recorded and is termed the "standard penetration resistance", or the "N-value". Penetration resistance, when properly evaluated, is an index of the soil's strength, density, and foundation support capability. Groundwater levels were measured in the boreholes during drilling; each borehole was backfilled immediately upon termination of drilling.

13.3.4 Representative portions of the soil samples taken in the field were sealed in air-tight containers and transported to the driller's laboratory. In the laboratory, they were examined by an engineer and classified. Classification of the soil samples was performed in general accordance with ASTM D 2488 (Visual-Manual Procedure for Description of Soils). The soil classifications include the use of the Unified Soil Classification System described in ASTM D 2487 (Classification of Soils for Engineering Purposes). Since the soil descriptions and classifications are based on visual examination, they should be considered approximate, except where the samples were subjected to laboratory testing, as described below.

13.3.5 Soil boring logs which graphically depict soil descriptions, standard penetration resistances, and observed groundwater levels, are shown on the drawings included with this RFP.

13.3.6 Five of the Standard Penetration Test samples were selected for grain-size distribution and Atterberg limits testing. The laboratory tests were performed in substantial accordance with applicable ASTM standards.

Results of the laboratory testing are shown on the drawings included with this RFP.

13.4 SITE AND SUBSURFACE CONDITIONS

13.4.1 Site Description

The new Base Entrance and Visitors Center will be located immediately south of the existing main gate. The new entrance will align with and extend existing Watson Boulevard across highway 247 and onto Government property. The new entrance road will extend between Third Street and Peacekeeper Way to Robins Parkway. The site of the new facilities and road is, with a few exceptions, quite flat. The new road alignment is bordered on both sides by many mature trees that will require protection during construction. Construction of the project will require the demolition of Building 357 and an adjacent small building. Demolition will also include utilities, some trees, and pavements.

13.4.2 Area and Site Geology

The project site is located about 20 miles below the Fall Line in the Coastal Plain Physiographic Province of Georgia. The Coastal Plain consists mainly of marine sediments including sands, clays, silts and combinations of each. The soils were deposited during successive periods of fluctuating sea level and moving shoreline. The soils tend to have random distribution and properties. Upland sediments may be interlayered with shoreline deposits in areas where the Piedmont Physiographic Province is relatively close.

13.4.3 Subsurface Conditions

The soil test borings encountered both fill soils and Coastal Plain soils. Borings B-2, B-5, B-8 and B-9 were drilled through existing pavement. Fill soils were encountered in borings B-2 through B-6 at depths ranging from near surface to 5 feet below the existing ground surface. The fill soils consisted of clayey sands and sands, with an occasional thin layer of sandy clay. The Coastal Plain soils encountered consisted of predominantly clayey sands, occasionally interrupted by layer(s) of sands. The standard penetration resistance values, or N-values, within both types of soils were widespread. N-values in the fill soils ranged from 2 to 46; N-values in the Coastal Plain soils ranged from 5 to 40.

13.4.4 Groundwater Conditions

Groundwater was encountered at a depth of 18.8 feet in boring B-4 which was drilled to a depth of 20 feet. No water was encountered in any of the other borings, the maximum depth of which was 10 feet. Each borehole was backfilled immediately upon termination of drilling. Groundwater levels can fluctuate depending on climatic and rainfall conditions. Normally, the highest groundwater levels occur in late winter and spring and the lowest levels occur in late summer and fall.

13.5 Foundation Design

13.5.1 General

Given the proposed site and the types of proposed structures, it is anticipated that shallow spread footings can be used for support of the structures.

13.5.2 Allowable Bearing Pressure

For bid purposes, assume an allowable soil bearing pressure of 1500 psf, based on total load. The consulting geotechnical engineer shall determine allowable soil bearing pressure. An adequate level of protection against structural failure due to uniform and/or differential foundation settlement or general shear shall be provided.

13.5.3 Footing Dimensions

Minimum dimensions of 24 inches for column footings and 18 inches for continuous footings shall be used for design and construction.

13.6 Site Classification for Seismic Design

The project site shall be classified as Site Class D for the purpose of determining maximum considered earthquake spectral response accelerations S_{ms} and S_{m1} in accordance with Corps of Engineers Technical Instruction "TI809-04, Seismic Design for Buildings."

13.7 Slabs on Grade

All interior slabs on grade, including storage rooms, shall be underlain by a moisture vapor barrier consisting of lapped polyethylene sheeting having a minimum thickness of 6 mils and a minimum 4-inch thick capillary water barrier of open graded, washed pea gravel, or crushed stone. Concrete slabs shall be jointed around columns and along supported walls to minimize cracking due to possible differential movement.

13.8 Soil Compaction

13.8.1 Soil compaction shall be achieved by equipment approved by the consulting geotechnical engineer. Soil materials shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the compaction specified with the compaction equipment used.

Each layer of structural fill and subgrades shall be compacted to the following minimum percent of the modified Proctor maximum density, determined in accordance with ASTM D 1557:

Beneath structures and building slabs, around footings and in trenches,	90 percent
Beneath streets and paved areas, except top 12 inches in fill and top 6 inches in native soil,	90 percent
Beneath streets and paved areas, except top 12 inches in fill and top 6 inches in native soil,	95 percent
Beneath shoulders,	90 percent
Beneath sidewalks and grassed areas,	85 percent

The requirements shall be verified or modifications recommended by the consulting professional geotechnical engineer in the report wherever engineering, soils, or climatic factors indicate the necessity. Any modification to the specified compaction requirements shall require the approval of the Contracting Officer.

13.8.2 The Contractor shall edit and submit the following UFGS Specifications:

02300 Earthwork
02315 Excavation, Filling and Backfilling for
Buildings
02316 Excavation, Filling and Backfilling for Utilities

13.9 Pavement Design Parameters

*6

For bid purposes, assume that the existing satisfactory subgrade soils after compaction will have a California Bearing Ratio (CBR) of 4-8 and a corrected Modulus of Subgrade Reaction, K, of 125-175 psi per inch. The Contractor's consulting geotechnical engineer shall determine the appropriate CBR and Modulus to be utilized in the design of pavements.

13.10 Construction Quality Control Testing

13.10.1 Prior to initiating any structural fill placement and/or compaction operations, representative samples of the soils which will be used as structural fill or subgrade, both suitable on-site soils and off-site soils (borrow), shall be obtained and tested to determine their classification and compaction characteristics. The samples shall be carefully selected to represent the full range of soil types to be used. The moisture content, maximum dry density, optimum moisture content, grain-size and plasticity characteristics shall be determined. These tests are required to determine if the fill and subgrade soils are acceptable and for compaction quality control of the subgrades and structural fill. A minimum of 5 compaction tests shall be performed on materials classified as satisfactory for use.

Tests for the above soil properties shall be in accordance with the following:

Moisture Content	ASTM D 2216
Maximum Dry Density and Optimum Moisture	ASTM D 1557
Grain-Size (Wash No. 200, w/o Hydrometer)	ASTM D 422 and ASTM D 1140
Plasticity	ASTM D 4318

13.10.2 A representative number of in-place field density tests shall be performed in the subgrade of compacted on-site soils and in the structural fill and backfill to confirm that the required degree of compaction has been obtained. In-place density tests shall be performed in accordance with the sand cone method prescribed in ASTM D 1556; the use of nuclear gauges for density testing will not be permitted. At least one density test shall be performed for each 1000 square feet, or portion thereof, of compacted existing onsite soil subgrade, and in each lift of compacted structural fill. At least one density test shall be performed for each 50 linear feet in the bearing level soils of continuous footings. Density tests shall be performed at 300-foot intervals along roadway subgrade soils. In addition, where utilities are located beneath structures or pavement, a density test shall be performed for each 150 linear feet of backfill placed per foot of depth. Where other areas are compacted separately by manually operated compactors, a minimum of one density test shall be performed for every 150 square feet, or portion thereof, of fill placed per foot of depth.

13.10.3 Any area that does not meet the required compaction criteria shall be reworked, and retested. If the moisture content of the soil is within the

recommended range, additional compaction may be all that is necessary to increase the density. If the moisture content is not within the recommended range, then, the moisture content shall be adjusted to within the range, and the area recompacted.

13.10.4 All laboratory and field density testing shall be performed by a commercial testing laboratory qualified in this type of work and approved by the Contracting Officer.

13.11 Soil Treatment

13.11.1 The pesticide applicator's principal business shall be pest control and the pesticide applicator shall be State certified in the U.S. Environmental Protection Agency (EPA) pesticide applicator category which includes structural pest control, and certified in the State of the project's location.

13.11.2 Pesticides shall be delivered to the project site in sealed and labeled containers in good condition as supplied by the manufacturer or formulator. Pesticides shall be stored, handled, and used in accordance with manufacturer's labels. Labels shall bear evidence of registration under the Federal Insecticide, Fungicide, and Rodenticide Act (MX), as amended.

13.11.3 The Contractor shall formulate, treat, and dispose of termiticides and their containers in accordance with label directions. Pesticides and related materials shall be kept under lock and key when unattended. Proper protective clothing and equipment shall be worn and used during all phases of termiticide application.

13.11.4 The Contractor shall provide a 5-year written warranty against infestations or reinfestations by subterranean termites of the buildings constructed under this contract. Warranty shall include annual inspections of the building. If live subterranean termite infestation or subterranean termite damage is discovered during the warranty period, and the soil and building conditions have not been altered in the interim, the Contractor shall:

a. Retreat the soil and perform other treatment as may be necessary for elimination of subterranean termite infestation;

b. Repair damage caused by termite infestation; and

c. Reinspect the building approximately 180 days after the retreatment.

13.11.5 Termiticides shall be currently registered by the EPA.

13.11.6 At the time of application, the soil moisture content shall be sufficiently low to allow uniform distribution of the treatment solution throughout the soil. Applications shall not be made during or immediately following heavy rains or when conditions may cause runoff and create an environmental hazard.

13.11.7 The Contractor shall establish complete and unbroken vertical and/or horizontal (as necessary) soil poison barriers between the soil and all portions of the intended structure which may allow termite access to wood and wood related products. Application shall not be made to areas intended for use as a plenum air space. Surface treatments shall not be made for areas to serve as crawl spaces. Termiticide shall be applied as a coarse spray and provide uniform distribution unto the soil surface. Treatment shall be applied prior to placement of the vapor barrier and at least 12 hours prior to concrete placement. Where treated soil or fill material is not to be covered with a vapor barrier or waterproof membrane; adequate

precautions shall be taken to prevent its disturbance. Soil or fill material disturbed after treatment shall be retreated as specified above before placement of slabs or other covering structures. Treatment of the soil on the exterior sides of foundation walls, grade beams, and similar structures shall be coordinated with final grading and planting operations so as to avoid disturbance of the treated barriers. Manufacturer's warnings and precautions shall be observed in the handling and use of such materials. Care shall be taken to prevent these chemicals from entering water supply systems, potable water supplies, or aquifers; and that they do not endanger plants or animals. The Contracting Officer shall be notified at least 48 hours prior to beginning of treatment and formulating, mixing, and application shall be performed in the presence of the Contracting Officer's representative.

13.11.8 Rates and methods of application shall be in accordance with the manufacturer's instructions on the pesticide label. Maximum application or dosage rates shall be used. If the pesticide contains less than the amount of active ingredient specified on the label, work shall be repeated with pesticides conforming to this specification.

13.11.9 The Contractor shall dispose of residual pesticides and containers off Government property in accordance with label instructions and EPA criteria.

13.11.10 The Contractor shall edit and submit the following UFGS Specification:

02364 Termiticide Treatment Measures for Subterranean Termite Control

13.12 Decay Treatment

The Contractor shall be responsible for determining and implementing the appropriate treatment for prevention of subsurface induced decay.

13.13 Radon Mitigation

The design and construction of foundation walls, slabs, and crawl spaces shall include provisions for the reduction of radon entry and facilitate its removal. Radon mitigation shall comply with the requirements of EPA 402-R-94-009.

13.14 Soil Resistivity Testing

The proposer to whom this contract is awarded shall be responsible for all soil resistivity testing required for cathodic protection design of underground utilities.

End of Section